

Welcome to www.pcessentials.in. EleNesh Ecom LLP, PCEssentials.in and/or its affiliates (referred to as we, our or “Pcessentials”) provide website features and other services to you when you visit or shop at www.pcessentials.in (“the Site”), use our products or services, or use software provided by us in connection with any of the foregoing (Collectively “the Services”). Pcessentials.in provides the Services to you subject to the conditions set out on this document.

Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES!

This document constitutes a legally binding agreement between you as a user of the Site (hereinafter defined as you, your, User or , as the case may be) and Pcessentials.in.

1. Applicability and Acceptance of the Regulations

1.1 The use of the Services and/or access to the Site are subject to the terms and conditions contained herein, including the Privacy Rules, the Product Listing Rules and all other terms and conditions in relation to the use and/or operation of the Site that may be published from time to time by Pcessentials.in. This document and all other terms and conditions of the Site are hereinafter generally referred to as “the Regulations”. By using the Site or Services you signify your agreement to be bound by these Regulations. You are requested not to use the Site or any Service if you do not accept the Regulations.

1.2 Users must not use Services and accept the Regulations if they (a) are not of the age to sign a valid agreement with Pcessentials.in or (b) are not permitted to use the Services in accordance with the laws of India.

1.3 Users acknowledge and accept that Pcessentials.in may make any changes to its Site and Services. Such changes will be reflected in the Regulations accordingly. By further using such Site and Services you signify your agreement to be bound by all changes that may affect the User.

1.4 The Regulations shall be written in the English language. In the event that the Regulations is translated into any other language and there is any inconsistency between the version in the English language and such translation, the English version shall be the binding version.

1.5 Users may sign with Pcessentials.in or our partners, via the Internet or otherwise, a separate agreement for certain services provided by Pcessentials.in. (Additional Provisions). In case of any conflict or discrepancy between the Regulations and Additional Provisions, the Additional Provisions shall prevail over the Regulations with regard to that specific service(s).

1.6 The Regulations may be amended unilaterally by an authorised person(s) of Pcessentials.in in writing.

1.7 When you use any Services or send emails to us, you are communicating with us electronically. We will communicate with you by email or by posting notices on the Website or through other Services. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notice, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

2. Service Fees

2.1 Joining Pcessentials.in is free of charge. We charge fees for using Services such as putting items for sale at the Site. Whenever you are putting an item for sale or using other paid Services, you signify your agreement to be charged in accordance with the terms set out in our Pricelist that may be amended from time to time by us.

2.2 Amendments to the Pricelist become effective upon giving a two-weeks’ notice to Users by posting such amendments on the Site. Service fees may be temporarily suspended for promotional purposes (e.g. free bidding days) or new services. Such changes become effective once a temporary promotional period or new service is announced on the Site.

2.3 All fees are denominated in India, otherwise changes will be communicated. The User is obliged to pay such fees and taxes relating to his/her use of the Services on time. If certain payment method shall fail or an invoice is overdue, we are at liberty to demand payment by way of other method as from time to

time designated by us and communicated to the relevant User. (This includes selection of other payment method(s), or payment to our designated collection agency or legal counsel).

2.4 The user has to sign in to access and use the Site. Pcessentials.in reserves its right to restrict access to or suspend the provision of Services (including but not limited to any functions and/or feature of the Site) without prior notice to you in advance.

2.5 Services (or any other functionality incorporated into the Site) can be different for different countries or regions. No guarantee is given to the effect that a Service or functionality of a certain type or reach will be available for all Users. Pcessentials.in can, at its absolute discretion, restrict, decline or create another level of access relating to the use of Services (or any other functionality incorporated into the Site) for different Users.

2.6 Pcessentials.in has the right to introduce, change or increase the fee for, impose terms and conditions of use, suspend or discontinue any Services (or any functionalities incorporated into a Service/the Site) without prior notice, excluding paid Services.

2.7 All fees and charges together the payment terms are shown in our Pricelist.

2.8 You can refund payments up to 60 days after the transaction date.

3. General Terms and Conditions of Use

3.1 Subject to your compliance with the Regulations and your payment of any applicable fees, Pcessentials.in or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and make personal and non-commercial use of the Services.

3.2 All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by Pcessentials.in or its licensors, suppliers, publishers, rights holders, or other content providers.

3.3 You may not misuse the Pcessentials.in Services. You may use the Pcessentials.in Services only as permitted by law. The licenses granted by Pcessentials.in terminate if you do not comply with the Regulations or laws.

3.4 The User agrees to use the Sites and Services for their personal purposes only. The User must not (a) duplicate, copy, download, disseminate, sell, distribute or resell any Services, information, texts, graphics, video clips, sounds, screenplays, files, databases or lists whatsoever available on or via the Sites (Site Content) and (b) duplicate, copy, download, compile or otherwise use for commercial purposes any Site Content that is competitive to Pcessentials.in or use the Site Content in any other commercial way. It is forbidden to retrieve the Site Content systematically to create or compile, either directly or indirectly, a collection, compilation, database and catalogue (by using robots, search engines, automatic or manual devices) without written permission from Pcessentials.in. The use of any content or materials available from the Sites for purposes not specified in the regulations is forbidden.

3.5 The User is obliged to become familiar with Pcessentials.in Personal Information Protection Policy specifying all the details of how to protect and use Users' personal information that is in possession of Pcessentials.in and our partners. By using the Site or Services you signify your agreement to follow and be bound by the terms and conditions of Personal Information Protection and all applicable rules and policies relating the Personal Information Protection.

3.6 Pcessentials.in may provide Users with access to the content, products or services offered by other providers via the hyperlinks (in the form of word links, banners, channels or whatever else), API and sites of such providers. It is recommended to read the regulations of such sites and their Privacy Policy before starting to use such sites. The User is informed that Pcessentials.in has no control of the websites owned by other providers, nor does Pcessentials.in monitor such sites or is liable to Users for such websites, their content or the products or services that are available from such websites.

3.7 The User agrees that he/she will not take any action to compromise the integrity of computer systems or networks belonging to Pcessentials.in and/or any other User or to obtain unauthorised access to such computer systems or networks.

3.8 The User agrees that he/she will not take any action to compromise the integrity of Pcessentials.in comment system such as posting a positive comment using another member ID or through third parties or posting an unfounded negative comment on any other User

4. Users Accounts

4.1 The User has to subscribe/register his/her self to/with the Site to obtain access to and use certain Services. Any User who has completed the subscription/registration may hereinafter also be referred to

as “Member”) Unless otherwise permitted by Pcessentials.in, one User should subscribe for and hold one User Account only. Pcessentials.in can close or suspend a User Account if Pcessentials.in reasonably suspects that the User has subscribed to or controls two or more user accounts. Pcessentials.in may reject a User registration application without specifying reasons.

4.2 After subscription to a Site, Pcessentials.in will open an account and assign an ID and password (to be designated by Users during the registration process) to each registered User. The account can include an e-mail functionality with a limited capacity for sending and receiving e-mails.

4.3 The ID and password combination is unique for each account. Each User is personally responsible for keeping secret and safe their own ID and password and for all actions taken as part of their account. Neither User is entitled to share, assign or authorise the use of their account, private ID or password by any other person whatsoever. The User undertakes to advise Pcessentials.in immediately of each unauthorised use of their password or account or any other violation of security rules in their account.

4.4 The User undertakes to deem all actions taken as part of their account (including spamming, publication of information on other companies, clicking to accept Additional Arrangements, subscription to or freezing of other services, e-mailing or texting via the account) as approved by the User.

4.5 The User acknowledges that sharing their account with other people or giving access thereto for many people other than the User’s personnel may cause irreversible damage to Pcessentials.in or other Site Users. The User is obliged to protect Pcessentials.in, our partners, officers, personnel, agents and representatives against losses and damage (including non-financial) caused by the use of their account by multiple Users. The User also agrees that if their account is shared by multiple persons or it is impossible to keep it safe, Pcessentials.in will not be held liable for any loss or damage caused by compromising safety and is entitled to suspend or close such a User account without being liable to the User.

4.6 You must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the signup process. All information provided by you shall be true, accurate, current and complete.

4.7 Once provided, your vendor name can not be changed. Changing the name is possible only in limited cases and always done by the Customer Support Department.

6. Forbidden Actions

6.1 Pcessentials.in reserves the right to remove, modify or reject any User Content posted, published or presented on the Sites that we find to be unlawful, violate the Regulations, make Pcessentials.in or our partners liable or be otherwise inappropriate in the opinion of Pcessentials.in.

6.2 If the User violates any provision of the Regulations or if Pcessentials.in reasonably believe that it has been violated by any User, Pcessentials.in is entitled to impose penalty on such User or suspend or delete the account or discontinue of the use of any Service whatsoever by such User without being liable therefor to the User. Pcessentials.in is also entitled to restrict, refuse or ban the existing or future access to the Services provided by Pcessentials.in. Among other things, the penalties that can be imposed by Pcessentials.in include giving of warning; removal of any product or User Content posted, published or presented by the User on a Site; restrict more than one product posted or presented by the User; or restrict any functionality of the Services for the period that Pcessentials.in may find appropriate at their absolute discretion. Pcessentials.in reserves the right to repossess the User’s property (i.e. software activation keys, games, music, e-books) in case of gross violation of any provision of the Regulations.

6.3 Notwithstanding the generality of the foregoing, the User will be deemed to be guilty of a gross violation of the Regulations in the following events:

a) as a result of a complaint or notice filed by a third party Pcessentials.in can reasonably believe that the has failed, either deliberately or substantially, to perform the contract with such a third party, including but not limited to the situation in which the has not delivered any ordered property despite having received payment therefor or the property delivered by the does not live up to the conditions or standards described in the contract (i.e. bid description) with such a third party,

b) Pcessentials.in can reasonably suspect that the User has used a stolen credit card or any other false information when contracting with a partner,

c) Pcessentials.in can reasonably suspect that any information provided by the User is invalid, incomplete, untrue, inappropriate or misleading,

d) Pcessentials.in suspects that actions taken by the User expose Pcessentials.in, its partners and any other Users to financial losses or may result in making the same liable.

6.4 Pcessentials.in reserves the right to cooperate fully with authorities, private detectives and/or cheated third parties as part of criminal or civil investigations. Furthermore, Pcessentials.in may disclose the User's identity and contact details to any aggrieved third party when requested to do so by authorities or any other law enforcement body or subject to a judicial injunction or otherwise. Pcessentials.in will not be held liable for the damage caused by such disclosure and the Member agrees not to take any legal action or raise any claim against Pcessentials.in.

6.5 If the Member is in breach of the Regulations, Pcessentials.in also reserves the right to report such breach on the Sites. If such breach involves any unfair or unlawful conduct, Pcessentials.in also reserves the right to disclose such breach to our partners, including without limitations, etc. Pcessentials.in partners may restrict, suspend or bar access to all or any part of the services provided by such partners, take any other remedial measures and publish the User's breach of the regulations on the sites operated or controlled by Pcessentials.in partners.

6.6 Each User agrees to indemnify and hold harmless Pcessentials.in, our partners, officers, personnel, agents and representatives from and against any losses, damage, claims or liabilities (including legal costs incurred to claim full compensation) that may result from your posting, publication or presentation of any User Content, from the use of the Sites or Services or from the violation of Regulations.

6.7 Each User recognises that Pcessentials.in will not be held liable or obliged to you or whomever else for any User Content or other materials presented on the Sites, including those that are illegal, false, misleading, inappropriate, libellous, offensive or prohibited, and that the risk of damage caused by such materials is borne only by each User separately. Pcessentials.in reserves the right to assume, at our expense, full control and defence of any case other than indemnity for a member. In such an event the Member will cooperate with Pcessentials.in in claiming any defence.

6.8 Pcessentials.in reserves its right not to accept any returns of already delivered items/game keys.

8. Limitation of Liability

8.1 To the fullest extent permitted by law, all Services provided by Pcessentials.in on or via the Sites are made available on an AS IS, IF AVAILABLE, and WITH ALL DEFECTS basis", and Pcessentials.in hereby expressly declines all warranties, including but not limited to any warranty of condition, quality, durability, functioning, reliability, merchantability or suitability for any specific purpose. All warranties, representations, conditions or undertakings are hereby excluded.

8.2 To the fullest extent permitted by law, Pcessentials.in does not make any representation or give any warranty in relation to the validity, accuracy, correctness, reliability, quality, stability, completeness or commonness of any information provided on or via the Sites. Pcessentials.in does not represent or warrant that the manufacturing, import, export, distribution, offering, presentation, purchase, sale and/or use of any products or services offered on the Sites is free from infringement of any third party rights, nor does Pcessentials.in make any representation or give any warranty in relation to any of the Services offered or presented on the Sites in any aspect.

8.3 Each User shall be personally responsible for his/her act of downloading or otherwise obtaining any material from and/or via the Website, and the User will be held liable for all loss and/or damages that may be caused to Pcessentials.in as a result of and/or incidental to any downloaded material. No information or advice, provided either orally or in writing, that can be obtained by the User from Pcessentials.in or from/via the Site should not be deemed to be any warranty or representation of whatsoever nature.

8.4 The Sites can give the User access to services or products provided by independent third parties. No warranty or representation is given in relation to such services or products in any aspect. In no event can Pcessentials.in or our partners be held liable for such services or products.

8.5 Each User agrees to indemnify and hold harmless Pcessentials.in, our partners, management, officers, and personnel from and against any losses, damage or claims (including legal costs incurred therefrom) that may occur as a result of any use of the Sites or Services by the User (including the information published by the User on the Sites) or violation any of the terms and conditions of the Regulations. Each User agrees to indemnify and hold harmless Pcessentials.in, our partners, management, officers, and personnel from and against any losses, damage or claims (including legal costs incurred therefrom) that may occur as a result of any warranty infringement or complaints filed by the User against Pcessentials.in, including those specified in section 5.

8.6 Pcessentials.in cannot be held liable for any specific, direct, indirect, punitive, incidental or consequential damage or any other damage (including but not limited to loss of profit or savings, business disruptions and loss of information) as a result of:

- a)** using or being unable to use any of the Sites or the Services;
- b)** damaging goods, samples, data, information or services purchased or obtained from the User or any third party via any of the Sites;
- c)** infringing any third party rights or claims and/or receiving any demands in relation to the manufacturing, import, export, distribution, offering, presentation, purchase, sale and/or use of products or services offered on the Sites and the fact that they may infringe or be deemed to infringe any third party rights;
- d)** any data or private information being accessed by any third party in an unauthorised manner;
- e)** any statement or conduct on the Sites; or
- f)** any other matter relating to the Sites that may amount to negligence.

8.7 Notwithstanding the foregoing, the total liability of Pcessentials.in, our personnel, agents, partners, representatives and all persons acting on our behalf for all claims arising from the use of our Sites or Services throughout the entire calendar year is limited in respect of each User to (a) the total fees paid by Users to Pcessentials.in or our partners within a calendar year or (b) HK\$1,000, whichever is lower. The foregoing sentence does not waive the need to prove the respective damage alleged to be sustained by the User. All claims arising from the use of the Sites or Services have to be raised within three (3) months after the date on which a problem occurs.

8.8 The limitations and exclusions of liability under the Regulations refer to the fullest extent permitted by law and will be effective regardless of giving notice to Pcessentials.in that such damage may occur.

9. Force Majeure

9.1 In no event can Pcessentials.in be held responsible for any delay, interruption or error of the content or service provided via the Sites if caused, either directly or indirectly, by forces of nature, agents beyond our reasonable control, including failures of the Internet, computer hardware, telecommunications or any other equipment, blackouts, strikes, labour actions, riots, insurrections, civil commotion, labour or material shortages, fire, flood, storms, explosions, acts of God, war, government acts, court or tribunal orders or third party negligence.

10. Intellectual Property Rights

10.1 Pcessentials.in is the sole owner and legal licensor of all the rights and interests to the Sites and their Content. The Sites and their Content contain business secrets and other intellectual property protected by international copyright and other laws. All the titles, ownership and intellectual property rights to the Sites and their Content remain with Pcessentials.in and our partners. All rights to any claim under the Regulations or raised by Pcessentials.in are reserved in this case.

10.2 Pcessentials.in and related icons and logos are registered trademarks or trademarks of EleNesh Ecom LLP, related icons and logos are registered trademarks or trademarks and service marks of EleNesh Ecom LLP in various jurisdictions and are protected by the relevant copyrights, trademark or other intellectual property rights. Unauthorised copying, modification, use and publication of such trademarks is prohibited.

10.3 Pcessentials.in may cooperate with independent third parties involved in the provision of Services (e.g. service provider confirmation and verification). It is forbidden to use any trademark, service mark or logo belonging to any third party without prior permission from such a party.

11. Buyer Protection

11.1 We reserve the right to correct all errors that we may encounter. We will correct all obvious errors by crediting the payment to the buyer under Buyer Protection Policy.

11.2 Pcessentials.in reserves the right to not accept reports of used keys/gifts acquired from wholesale purchases, submitted later than 30 days from the transaction.

11.3 The buyer shall be refunded only if the product(s) are not used. Product(s) purchased incorrectly shall not be refunded.

11.4 Buyer Protection fee is not refundable (not including Pre-Order cancellations)

12. General Provisions

12.1 Unless otherwise stipulated in the Additional Arrangements, the Regulations constitute the entire agreement between you and Pcessentials.in in respect of your managing and using the Sites and Services and supersede all previous agreements, either oral or in writing, regarding the same subject.

12.2 Pcessentials.in and the User are independent contractors and no agency, partnership, joint venture, employment or franchise between them are stipulated in the Regulations.

12.3 If any provision of the Regulations turns out to be invalid or unenforceable, such a provision should be deleted and the remaining provisions will continue to be valid and enforceable.

12.4 Headings are used for reference only and in no way do they define, restrict or describe the scope or size of any section.

12.5 The unenforceability of any right Pcessentials.in may have or its waiver of any violation against the provisions of the Regulations do not constitute a waiver of the claim to enforce such a right or a waiver by Pcessentials.in of its right to claim such enforcement in respect of subsequent or similar violations.

12.6 Pcessentials.in is entitled to lay down the provisions of the Regulations (including all our rights, titles, benefits, interests, duties and obligations in the Regulations) in respect of every person or entity (including Pcessentials.in partners).

12.7 The Regulations are governed by the laws of India without reference to their conflicting provisions. Parties approving the Regulations are totally subject to the jurisdiction of courts in India.