

# Terms And Conditions

## TERMS OF USE

[\[www.pushsports.in\]](http://www.pushsports.in) ("**Website**") is a property of and operated by Push Sports Arenas Pvt Ltd ("**Push Sports**") registered under the Companies Act, 2013, and having its registered office at 204, Centrum Mall, MG Road, New Delhi, India, 110030. By accessing or using any version of the Website ("**Platform**"), you signify that you have read, understood and agree to be bound by these Terms of Use ("**Terms of Use**") and any other applicable law. Your continued use of the Platform shall be constituted as your acceptance to the Terms of Use, as revised from time to time. If you do not agree with these Terms of Use, please do not access and use the Platform. For the purposes of these Terms of Use, "we", "our" and "us" "Company" shall mean Push Sports, and "you" and "your" "user" shall mean any natural or legal person who has agreed to become a buyer on the Website by registering on the Website as a registered user using the computer systems or just visiting and browsing the Website as a non-registered user.

We reserve the right to update or modify these Terms of Use at any time without prior notice. Your access and use of the Platform following any such change constitutes your agreement to follow and be bound by these Terms of Use, as updated or modified. For this reason, we encourage you to review these Terms of Use each time you access and use the Platform.

## Shipping Policy

We expect the ordered goods to reach you within a maximum time period of 15 days however most of our orders are delivered within a week from the confirmation of order and payment.

1)

## DISCLAIMERS

You acknowledge and agree that:

1.1)

Although we strive to provide on this Platform the latest developments relating to our products and services, and any other information about our Company, we do not warrant the accuracy, effectiveness and suitability of the information contained in this Platform. User of this Platform assumes full responsibility and all risks arising from use of this Platform. The information is presented "AS IS" and may include technical inaccuracies or typographical errors. DaMENSCH reserves the right to make additions, deletions, or modifications to the information at any time without any prior notification.

## 1.2)

Push Sports makes no representations or warranties of any kind or nature with respect to the information or content posted on this Platform. Push Sports hereby disclaims all representations and warranties, whether express or implied, created by law, contract or otherwise, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title or non-infringement. In no event shall Push Sports be liable for any damages of any kind or nature, including, without limitation, direct, indirect, special (including loss of profit) consequential or incidental damages arising from or in connection with the existence or use of this internet site and/or the information or content posted on this Platform, regardless of whether Push Sports has been advised as to the possibility of such damages.

## 1.3)

Push Sports is not responsible, and provides no warranty whatsoever, for the accuracy, effectiveness, timeliness and suitability of any information or content obtained from third parties, including any hyperlinks to or from third-party sites. Except as otherwise provided on this Platform, Push Sports will not edit, censor or otherwise control any content provided by third parties on any bulletin board, chat room or other similar forums posted on its Platform. Such information should, therefore, be considered as suspect and is not endorsed by Push Sports.

## 1.4)

This Platform may contain forward-looking statements that reflect Push Sports's current expectations regarding future events and business development. The forward-looking statements involve risks and uncertainties. Actual developments or results could differ materially from those projected and depend on a number of factors including, but not limited to the general economic conditions. Push Sports intends to update this site on a regular basis but assumes no obligation to update any of the content.

## 1.5)

The Platform and the functions and features therein are provided on an "as is" and on an "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

## 2)

### **ACCESS TO WEBSITE**

## 2.1)

We will do our utmost to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without any prior notice. We will attempt to limit the frequency and duration of such suspension or restriction.

2.2) By providing your contact details and inquiring about our Cricket or Football coaching programs, you provide your express consent for Push Sports to contact you via telephone or SMS to provide further information, program updates, and enrollment assistance

### **3)**

## **ELIGIBILITY**

### **3.1)**

You represent and warrant that you are competent and eligible to enter into a legally binding agreement and be bound by these Terms of Use. You shall not access and use the Platform if you are not competent to contract under the applicable laws, rules and regulations.

### **4)**

## **USER ACCOUNT**

### **4.1)**

The Website requires **You** to browse and/or purchase to avail the services provided by the platform.

### **4.2)**

You agree that by browsing or purchasing the services, you are agreeing to enter into a legally binding contract with us. If you do not agree to this, do not access or otherwise use any of our Services.

### **4.3)**

You agree and acknowledge that you will use your account on the Website to purchase products only for your personal use and not for business purposes.

### **5)**

## **INTELLECTUAL PROPERTY**

### **5.1)**

All of the content on the Website, including, without limitation, all of the page headers,

images, illustrations, graphics, audio clips, video clips or text, reports generated, trademarks,

trade names, written posts and comments, software, scripts ("**Content**"), constitute our and our licensors' intellectual property. Copyright laws in all applicable jurisdictions protect the Website, and the Content.

#### 5.2)

You may access the Website, avail the features and facilities and utilize the Content for your personal or internal requirements only. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the Content, features or facilities, directly or indirectly, without our prior written permission. If you would like to request permission to commercially exploit any particular Content, you could contact us in the manner provided for herein.

#### 5.3)

Push Sports and its licensors, if any, are the sole owners of the underlying software and source code associated with the Website and all the trademarks, copyright and any other intellectual property rights of any nature in the Website.

#### 5.4)

All software used on the Website is the property of Push Sports or its licensors/software suppliers and protected by Indian and international copyright laws. Any use except as specifically permitted under these Terms of Use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the content on the Website is strictly prohibited. Our trademarks should not be used in connection with any product or service without obtaining authorization from Push Sports, in any manner that is likely to cause confusion among our customers, or in any manner that disparages or discredits Push Sports. Contravention of this provision shall be construed as a material breach of these Terms of Use.

### 6)

#### INDEMNIFICATION

#### 6.1)

You agree to protect, defend and indemnify us and hold us and our representatives harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your access and use of the Platform in violation of these Terms of Use and/or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

#### 6.2)

The terms of this clause will survive any termination or cancellation of these Terms of Use or your use of the Platform.

6.3)

Push Sports shall not be liable for the loss and/or damage of the confidential information or data of the User arising as a result of an event or a series of related events, that is beyond the control of Push Sports including failures of or problems with the internet or part of the internet, attempted hacker attacks, hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections.

6.4)

Any material downloaded or otherwise obtained through the Platform is done at your own discretion and risk and you are solely responsible for any damage to your device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us through or from the service will create any warranty not expressly stated in these Terms of Use.

7)

## **PAYMENTS**

7.1)

Registration on the Platform and the access to the information provided on the Platform is free. You agree to make all payments directly to Push Sports for purchase of products or services. You agree and acknowledge that you shall not hold Push Sports responsible for any loss or damage caused to you during the process, due to any acts or omission on the part of the delivery agents or for any actions/omissions which are beyond the control of Push Sports.

7.2)

In making any purchase from our Website using the online payment services, we shall collect some additional information from you such as your billing address, a debit or credit card number, its expiration date and other payment instrument details if necessary for the order to get processed. However, all of the stated above information is never stored on our servers.

7.3)

We will have the right to modify the price of the product and contact you for further instructions using the e-mail address or telephone number provided by you during the time of registration, or cancel the order and notify you of such cancellation.

#### 7.4)

While availing any of the payment methods available on the Platform, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:

i)

Lack of authorization for any transaction(s), or ii)

Exceeding the present limit mutually agreed by and between you and the concerned bank,  
or

iii)

Any payment issues arising out of the transaction, or iv)

Decline of transaction for any other reason(s).

#### 7.5)

All payments made against the services on the Platform by you shall be compulsorily in Indian Rupees. The Platform will not facilitate transactions with respect to any other form of currency for the purchases made on the Platform.

#### 7.6)

We reserve the right to correct any inaccuracies or omissions related to pricing and product availability/descriptions, even after you have submitted your order, and to change or update any other information at any time without prior notice.

#### 7.7)

Push Sports brings you the premium valued products at an affordable price. Every single product that reaches you is homegrown, sourced from the best. We reserve the right to update any prices of the products listed on the Website or discontinue them at our sole discretion.

#### 8)

### **OFFERS**

8.1)

On any offers or the construct of the offers listed on the Website or any other third-party sites, we reserve the right to launch, discontinue, or extend it based on our sole discretion. It is advisable that you review the promotion or offer for eligibility and other terms and conditions.

8.2)

**Regarding Coupons:** We have the right to cancel any order in case there's a coupon abuse. Multiple coupons are not allowed in an order.

8.3)

**On CRED Offers:** Offers listed on CRED website are subject to our terms and conditions based on our sole discretion. We reserve the right to update or discontinue any offers at any given period of time.

8.4)

**On Giveaways and Freebies:** We offer custom-made gifts often to our customers. If the gift assigned for the giveaway runs out of stock, only then shall we provide the customers with a replacement gift from our assorted gift collection which is of the same value or even higher.

9)

## USER GUIDELINES

9.1)

In consideration of Push Sports granting you the rights hereunder, you hereby agree not to use the Website for any purpose that is unlawful under any applicable laws and/or in violation of the terms of these Terms of Use. You shall not use the Website in any manner that could damage, disable, overburden, or impair our server, or any network(s) connected to any Push Sports server, or interfere with any other party's use and enjoyment of the Website. You shall not attempt to gain unauthorized access to any functions and features, other user accounts, computer systems or networks in any manner, including, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means which is not intentionally made available through the Website.

9.2)

All information that you submit is true and accurate and you agree to maintain the accuracy of such information.



9.3)

The Website is made available to you for your own personal and non-commercial use alone.

9.4)

You shall not host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item on the Website that:

i)

belongs to another person and to which you do not have any right to;

ii)

is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

iii)

harm minors in any way;

iv)

Infringes any patent, trademark, copyright or other proprietary rights; v)

violates any law for the time being in force; 9.5)

You are responsible for any and all activities that occur in your account. You agree to notify Push Sports immediately of any unauthorized use of the account or any other breach of security. Push Sports shall not be liable for any loss to you owing to negligent actions or a failure on your part to inform Push Sports within a reasonable time, about loss or theft of your device and/or any unauthorized access in your account, either with or without your knowledge.

9.6)

Push Sports shall make all reasonable efforts to ensure that your information is kept confidential. However, Push Sports shall not be responsible for any disclosure or leakage of

confidential information and/or loss or damage of the Device due to theft, negligence or failure on your part to practice safe computing.

9.7)

You shall ensure that while using the functions and features, all prevailing and applicable laws, rules and regulations, shall at all times, be strictly complied with by you and Push Sports shall not be liable in any manner whatsoever for default of any nature, by you, regarding the same.

9.8)

You must notify your bank immediately in the event your credit card is lost, stolen, not received, swallowed at an ATM, or is being misused without your permission. Please refer to the detailed instructions received from your bank for additional precautions to be taken in case of loss/theft/misuse of your credit card.

9.9)

Any purchase of the products from the Platform will be strictly for personal use of the user. The user hereby expressly agrees that any product purchased by the user will not be sold, resold, bartered or in any way used for any commercial purposes or for profit. The user hereby acknowledges that the products purchased are not transferrable to any third party for profit.

**10)**

## **ON DELIVERY**

10.1)

We deliver our products in and across India. Delivery will be initiated at the earliest. Your delivery shall only be delivered to the address submitted when you placed the order.

10.2)

In case there is an error in any of the information submitted by you, we are not responsible for you not receiving the orders. So, we urge our customers to submit only the correct details to avoid any inconveniences.

**11)**

## **ON WARRANTY AND RETURNS**

11.1)

Push Sports offers you a simple return policy, wherein you can raise a return/exchange request of a product. Such products can only be returned in their original packaging, in an unused and sealed condition. When you submit a request for exchange or return, we offer a pick-up service and your requests shall be processed once we receive the items subject to discussion returned to us in its entirety. For further information, please refer to the FAQs on our Website.

## 12)

### **LIMITATION OF LIABILITY**

#### 12.1)

Push Sports shall not be responsible or liable in any manner to the users for any losses, damage, injuries or expenses incurred by users as a result of any disclosures made by Push Sports, where users have consented to the making of such disclosures by Push Sports.

#### 12.2)

To the maximum extent permitted by applicable law(s), Push Sports, its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers or employees (**“Protected Entities”**), shall not be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, or any other damages of any kind, arising from, or directly or indirectly related to, (a) the use of, or the inability to use, the Website or the Content, materials and functions related thereto; (b) User's provision of information via the Website; even if such Protected Entity has been advised of the possibility of such damages.

#### 12.3)

Push Sports assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect users' equipment on account of the users' access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If any of the users are dissatisfied with the Website, the sole remedy of such User(s) is to discontinue using the Website.

## 13)

### **SEVERABILITY**

#### 13.1)

If any provision of these Terms of Use is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions.

## 14) TERMINATION

### 14.1)

Our Right: We reserve the right, without notice and in our sole discretion, to terminate your access to, and use of, of the Website and to block or prevent your future access to, and use of, the Website. We will not be liable to you for the termination of the services or for any consequence arising out of termination of the services.

## 15)

### WAIVER

### 15.1)

No provision of these Terms of Use shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by Push Sports. Any consent by Push Sports to, or a waiver by Push Sports of any breach by users, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## 16)

### FORCE MAJEURE

### 16.1)

The user accept and acknowledge that Push Sports shall not be liable for any loss or damage caused to the user as a result of delay or default or deficiency or failure in the delivery of product as a result of any natural disasters, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of Push Sports or any third party advertisers), or any other delay or default or deficiency or failure which arises from causes beyond Push Sports's reasonable control (**"Force Majeure Event"**). In the event of any Force Majeure Event arising, Push Sports, depending on whose performance has been impacted under these Terms of Use, shall immediately give notice to the user(s) of the facts which constitute the Force Majeure Event.

## 17)

### GOVERNING LAW AND DISPUTE RESOLUTION

### 17.1)

These Terms of Use are governed and construed in accordance with Indian law. By using the Platform, you hereby irrevocably consent to the exclusive jurisdiction and venue of courts in

Bangalore, in the event of any disputes arising out of or in relation to your access to and use of the Platform.

**18)**

## **CONTACT INFORMATION**

18.1)

If any user(s) has/have any comment(s), question(s) or suggestion(s) regarding any of our products, please contact our customer service at [care@pushsports.in](mailto:care@pushsports.in)