

# Terms of Use

**This document is an electronic record under the Information Technology Act of 2000 and its rules, as well as the revised provisions in different statutes relevant to electronic records as changed by the Information Technology Act of 2000. This electronic record is created by a computer system and does not require physical or electronic signatures.**

The following terms and conditions apply to your use of the Riteways Enviro Pvt Ltd website (hereinafter referred to as "Riteways"), as well as its services and tools. You will be bound by the policies that apply to the website at the time of the transaction if you transact on Riteways Enviro Pvt Ltd. #304, 5/B Outer Ring, Seetharam Industrial Estate, ORR, Jalahalli, Bangalore – 560013, Karnataka, India is who you're dealing with. These terms and conditions are your contractual duties just by using the website. For the purposes of these terms of use, "you" refers to any real or legal person who has agreed to become a member of the Website by giving Registration Data while registering on the Website.

When you use any of the Riteways' services, including but not limited to (e.g., Customer Reviews), you will be subject to the rules, guidelines, policies, terms, and conditions that apply to that service, and they will be regarded incorporated into and considered part and parcel of this Terms of Use. At any time, Riteways maintains the right to update, modify, add, or remove elements of these Terms of Use at its sole discretion. It is your obligation to review these Terms of Use for any modifications on a regular basis. If you continue to use the Site after the changes are posted, you are indicating that you accept and agree to the changes. Riteways grants you a personal, non-exclusive, non-transferable, limited licence to enter and use the Site as long as you comply with these Terms of Use.

**ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, SO, PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.**

## **Membership Eligibility**

The Riteways Website is only accessible to those who are legally capable of entering into legally binding contracts under the Indian Contract Act of 1872. Minors, un-discharged insolvents, and anyone who are "incompetent to contract" under the Indian Contract Act, 1872, are not eligible to utilise the Riteways Website. You may not register as a member of Riteways or transact or use the Riteways website if you are a minor (under the age of 18). If you are a minor and wish to use or transact on Riteways, you may do so through your legal guardian or parents who have registered as Riteways users. If it is brought to Riteways' attention or it is determined that you are under the age of 18, Riteways reserves the right to terminate your membership and refuse to provide you with access to the Riteways.

## **Account and Registration Requirements**

**If you use Riteways, you are responsible for keeping your User ID and Password private and confidential, as well as for all activities that occur under your User ID and Password. You agree that if you provide any information that is untrue, inaccurate, not current, or incomplete, or if Riteways has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, or is not in accordance with these Terms of Use, Riteways has the right to suspend or terminate your membership with Riteways and refuse to provide you with access to the Website indefinitely.**

## **Communications**

You agree and understand that when you use the Website or send Riteways emails or other data, information, or communication, you are communicating with Riteways through electronic records, and you consent to receive communications from Riteways via electronic records on a regular basis and as needed. Riteways may communicate with You via email or any other electronic or non-electronic means.

## **Charges**

**It is completely free to join the Riteways. There are no fees associated with browsing and purchasing on Riteways. Riteways, on the other hand, reserves the right to collect a fee and change its policy at any time. In particular, Riteways has the right to launch new services and alter some or all of the existing services available on the Riteways at its sole discretion. In such a situation, Riteways reserves the right to charge fees for new services offered or amend/introduce fees for current services, as the case may be, without prior notification to You.**

Changes to the Fee and related policies will take effect immediately once they have been implemented on Riteways. All fees are quoted in Indian Rupees unless otherwise noted. When making payments to Riteways, you are solely responsible for adhering to all applicable regulations, including those in India.

**www.rite-ways.com is a website that provides information on Riteways.**

**You acknowledge, agree, and confirm that your use of Riteways is subject to the following binding principles:**

**You may not host, display, upload, change, publish, transmit, update, or share any information that: (a) belongs to another person and to which You do not have any rights; or (b) belongs to another person and to which You do not have any rights.**

**(b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any way; or unlawfully threatening or harassing, including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Pr) Act**

**(c) deceptive in any way.**

**(d) is clearly offensive to the online community, such as anything that encourages obscenity, paedophilia, racism, bigotry, hatred, or physical damage of any type against any group or individual;**

**(e) harasses or advocates for the harassment of another person; (f) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming"; (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libellous; (h) infringes on or violates any third party's rights (including, but not limited to, intellectual property rights, rights of privacy (including without**

**(I) promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programmes or links to pirated computer programmes, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material);**

**(j) includes pages with restricted or password-protected access, as well as hidden pages or images (those not linked to or from another accessible page);**

**(k) offers material that sexually, violently, or otherwise inappropriately exploits persons, or solicits personal information from anyone;**

**(l) disseminates information regarding criminal activities such as making or purchasing illicit weapons, invading someone's privacy, or distributing or generating computer viruses;**

**(m) comprises video, pictures, or images of another person aged 18 or older, or those of any minor, without their express written agreement and approval (regardless of whether you have consent from the minor or his or her legal guardian).**

**(n) tries to gain unauthorised access to the Sites or to profiles, blogs, communities, account information, bulletins, friend requests, or other areas of the Sites, or solicits passwords or personal identifying information from other users for commercial or unlawful purposes (as defined herein and in other applicable Codes of Conduct or End User Access and License Agreements);**

**(o) engages in commercial activities and/or sales without Riteways' prior written consent, such as contests, sweepstakes, barter, advertising, pyramid schemes, or the purchase or sale of "virtual" things relating to the Sites, without Riteways' prior written agreement. A correspondence from Riteways Legal department, expressly in response to your request, and explicitly addressing the action or conduct for which you seek authorization, is referred to as "prior written approval" throughout these Terms of Use.**

**(p) solicits gambling or engages in any gambling activity that Riteways deems is or could be regarded as illegal, in its sole discretion; f (q) interferes with another user's use and enjoyment of the Riteways Website or any other individual's use and enjoyment of similar services;**

**(r) Any website or URL that, in Riteways' sole judgement, contains material that is inappropriate for the Riteways Website or any other Website, or contains content that is forbidden or violates the letter or spirit of these Terms of Use.**

**(s) cause any kind of injury to minors;**

**(t) infringes on any patent, trademark, copyright, or other intellectual rights of a third party, or on a third party's trade secrets, publicity, or privacy rights, or is fraudulent or involves the sale of counterfeit or stolen commodities;**

(v) deceives or misleads the addressee/users regarding the origin of such messages or conveys any material that is extremely offensive or menacing in character; (u) breaches any current law;

(v) deceives or misleads the addressee/users regarding the origin of such messages, or sends any information that is extremely offensive or menacing;

w) imitate someone else;

(x) contains any Trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish the value of, surreptitiously intercept, or expropriate any system, data, or personal information; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs, or other computer programming routines that may damage, detrimentally interfere with, diminish the value of, surreptitiously intercept

y) endangers India's unity, integrity, defence, security, or sovereignty, cordial relations with other nations, or public order, or incites the commission of any cognizable crime, hampers the investigation of any crime, or insults any other nation.

(aa) shall not, directly or indirectly, offer, attempt to offer, trade, or attempt to trade in any item whose dealing is forbidden or restricted in any way under the provisions of any applicable law, rule, regulation, or guideline in effect at the time.

(ab) will not put us in jeopardy or cause us to lose (in whole or in part) our ISPs or other suppliers' services;

You may not use any "deep-link," "page-scrape," "robot," "spider," or other automatic device, programme, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents, or information through any means not purposely made a part of the Website or any Content Any such conduct may be prohibited by Riteways.

By hacking, password "mining," or any other illegitimate means, you shall not attempt to gain unauthorised access to any portion or feature of Riteways Website, or any other systems or networks connected to Riteways Website, or to any y riteways server, computer, network, or to any of the services offered on or through Riteways Website.

You may not probe, scan, or test the vulnerability of the Riteways website or any network connected to it, nor break the security or authentication mechanisms of the Riteways website or any network connected to it. You may not use Riteways Website or any service or information made available or offered by or through Riteways Website to reverse look-up, trace, or seek to trace any information on any other user of or visitor to Riteways Website, or any other customer of Riteways, including any Riteways account not owned by you, to its source, or exploit Riteways Website or any service or information made available or offered by or through Riteways Website in any way where the purpose is to reveal any information, including but not limited

You agree not to take any action that places an excessive or disproportionately large burden on the Riteways Website's infrastructure, Riteways' systems or networks, or any systems or networks linked to the Riteways.

You agree not to use any device, software, or routine to disrupt or attempt to disrupt the Website's proper functioning, any transaction being done on the Website, or any other person's use of the Website.

You may not obfuscate the origin of any communication or transmittal you submit to Riteways on or through the Website or any service offered on or through the Website by forging headers or otherwise manipulating identifiers. You may not pretend to be someone else or represent someone else, or impersonate anyone or anything else.

You may not use the Website or any Content for any purpose that is illegal or forbidden by these Terms of Use, or to solicit the performance of any illegal or other behaviour that violates Riteways' or others' rights.

You agree to grant Riteways a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights, or any other rights you have in Your Information, in any media now known or not currently known, solely to enable Riteways to use the information you supply us with, and so that we do not violate any rights you might have in Your Information. Riteways will only use Your Information in accordance with the terms of service and the Privacy Policy established by Riteways.

You will be responsible for supplying information about the things or services that you propose to sell from time to time. In this regard, you agree that all such information will be true in every way. You may not exaggerate or over-emphasize the features of such things or services in order to deceive other Users.

You shall not engage in advertising to, or solicitation of, other users of Riteways to buy or sell any products or services, including, but not limited to, products or services related being displayed on Riteways or related to Riteways. You may not transmit any chain letters or unsolicited commercial or junk email to other users via Riteways. It shall be a violation of these Terms of Use to use any information obtained from Riteways in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the Riteways without Riteways's prior explicit consent. In order to protect our users from such advertising or solicitation, Riteways reserves the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period which Riteways deems appropriate in its sole discretion.

You understand that Riteways has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Riteways Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

Riteways reserves the right, but has no obligation, to monitor the materials posted on Riteways website. Riteways shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right of Riteways, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE RITEWAYS WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect the views of Riteways. In no event shall Riteways assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on Riteways. You hereby represent and warrant that you have all necessary rights in and to all Content you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through Riteways, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. Riteways shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on Riteways.

It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on Riteways and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of Riteways, and that the recipient may use such information to harass or injure you. Riteways does not approve of such unauthorized uses but by using the Riteways Website you acknowledge and agree that Riteways is not responsible for the use of any personal information that you publicly disclose or share with others on Riteways. Please carefully select the type of information that you publicly disclose or share with others on Riteways.

Riteways shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of People, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

## **Content Posted on Site**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Riteways is owned, controlled or licensed by or to Riteways, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Riteways and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Riteways's express prior written consent. You may use information on Riteways products and services purposely made available by Riteways for downloading from the Site, provided that you

1. not remove any proprietary notice language in all copies of such documents,
2. use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media,
3. make no modifications to any such information, and
4. not make any additional representations or warranties relating to such documents.

You shall be responsible for any notes, messages, e-mails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Sites (collectively, "Content"). Such Content will become the property of Riteways and you grant Riteways the worldwide, perpetual and transferable rights in such Content. Riteways shall be entitled to, consistent with our Privacy Policy, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include Content you provide. You agree that any Content you post may be used by Riteways.com, consistent with our Privacy Policy and Rules of Conduct on Site as mentioned herein, and you are not entitled to any payment or other compensation for such use.

## Other Businesses

Riteways does not take responsibility or liability for the actions, products, content and services on Riteways website, which are linked to Affiliates and / or third party websites using Riteways APIs or otherwise. In addition, Riteways may provide links to the third party websites of affiliated companies and certain other businesses for which, Riteways assumes no responsibility for examining or evaluating the products and services offered by them, and Riteways does not warrant the offerings of, any of these businesses or individuals or the content of such third party website(s). Riteways does not in any way endorse any third party website(s) or content thereof

## Links

Riteways welcomes links to this site. You may establish a hypertext link to Riteways website, provided that the link does not state or imply any sponsorship or endorsement of your site by Riteways. You must not use on your site or in any other manner any trademarks, service marks or any other materials appearing on the Riteways, including any logos or characters, without the express written consent of Riteways and the owner of the mark or materials. You must not frame or otherwise incorporate into another third party website or present in conjunction with or juxtaposed against such a website any of the content or other materials on the Riteways website without Riteways prior written consent.

## Privacy

We view protection of Your privacy as a very important principle. We understand clearly that you and Your Personal Information is one of our most important assets. We store and process Your Information on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and rules there under. Our current Privacy Policy is available at <http://www.Riteways.org/s/privacy> policy. If you object to your Information being transferred or used in this way please do not use Riteways Website

## MANDATORY DECLARATION – COMPUTERS

You hereby declare that you have provided all necessary Legal Details for the shipment of the product to the destination specified by you in the Order. You further declare that the Product will be acquired for personal use of the Consignee and/or Buyer. The Product will not be sold, resold, bartered or in any way disposed for profit.

## Disclaimer Of Warranties And Liability

This website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to you through this site are provided on Riteways on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, Riteways does not warrant that:

- This website will be constantly available, or available at all; or
- The information on this website is complete, true, accurate or non-misleading.

Riteways will not be liable to you in any way or in relation to the contents of, or use of, or otherwise in connection with, Riteways website.

Riteways does not warrant that this site; information, content, materials, product (including software) or services included on or otherwise made available to you through Riteways website; their servers; or electronic communication sent from Riteways are free of viruses or other harmful components.

Nothing on Riteways constitutes, or is meant to constitute, advice of any kind.

All the products sold on Riteways are governed by different state laws and if Riteways is unable to deliver such products due to implications of different state laws, Riteways will return or will give credit for the amount received by Riteways from the sale of such product, that could not be delivered to you.

You will be required to enter a valid phone number while placing an order on Riteways. By registering your phone number with us, you consent to be contacted by Riteways via phone calls and / or SMS notifications, in case of any order or shipment or delivery related updates. Riteways will not use your personal information to initiate any promotional phone calls or SMS'.

## Services

### Payment

While availing any of the payment method/s offered by us, we are not responsible or take no liability of whatsoever nature in respect of any loss or damage arising directly or indirectly to you out of the decline due to:

1. lack of authorization for any transaction/s,
2. or exceeding the preset limit mutually agreed by you and between your "Bank/s",
3. or any payment issues arising out of the transaction,
4. or decline of transaction for any other reason/s.

All payments made against the purchases/services on Riteways.org by you shall be compulsorily in Indian Rupees acceptable by the Union of India.

Riteways.org does not accept any other form of currency with respect to the purchases.

## **Breach**

Without limiting other remedies, Riteways may limit your activity, immediately remove your information, warn other Users of your actions, immediately temporarily/infinitely suspend or terminate or block your membership, and/or refuse to provide you with access to the Riteways website in the event, but not limited to:

- If you breach the Terms of Use or Privacy Policy or other rules and policies, if any;
- If Riteways is unable to verify or authenticate any information you provide; or
- If it is believed that your actions may cause legal liability for you, other Users or Riteways. Riteways may at any time at its sole discretion reinstate suspended Users. A User that has been suspended or blocked may not register or attempt to register with Riteways or use Riteways Website in any manner whatsoever until such time that such User is reinstated by Riteways. Notwithstanding the foregoing, if you breach the Terms of Use or Privacy Policy or other rules and policies, Riteways reserves the right to recover any amounts due and owing by you to Riteways and to take strict legal action including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against you.

## **Indemnity**

You shall indemnify and hold harmless Riteways its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of this Terms of Use, privacy Policy and other Policies, or your violation of any law, rules or regulations or the rights of a third party.

## **Applicable Law**

This Agreement shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Bangalore.

## **Jurisdictional Issues/Sale in India Only**

Unless otherwise specified, the material on Riteways is presented solely for the purpose of sale in India and in the case of some materials only in Bangalore. Riteways makes no representation that materials in Riteways are appropriate or available for use in other locations/Countries other than India. Those who choose to access this site from other locations/Countries other than India do so on their own initiative and Riteways is not responsible for supply of goods/refund for the goods ordered from other locations/Countries other than India, compliance with local laws, if and to the extent local laws are applicable.

## **Trademark, Copyright and Restriction**

This site is controlled and operated by Riteways. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us. Material on Riteways web site owned, operated, licensed or controlled by us is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other web site or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

## **Copyright complaint**

We at Riteways respect the intellectual property of others. In case you feel that your work has been copied in a way that constitutes copyright infringement you can write to us at Ritewayscompost@gmail.com with a subject line - legal.

## **Risk of loss**

All items purchased from Rite-ways.com are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## **Product Description**

Riteways.org tries to be as accurate as possible. However, Riteways.org does not warrant that product description or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by Rite-ways.com itself is not as described, your sole remedy is to return it in unused condition.

## **Pricing / Typographical error**

Pricing on the product is as it shows, however due to any technical issue, typographical error or product information received from our suppliers' prices of the product may vary. Rite-ways.com will try to be accurate, however if you come across any difference in pricing on the Rite-ways.com Website pre and post orders, we request you to contact us within 72 (Seventy Two) hours of placing your order. Rite-ways.com shall then refund the difference amount within 10-15 business days of intimation. The mode of refund will be the same as at the time of placing the order. Cash on Delivery order refunds will be done by Cheque. If Rite-ways.com comes across any such difference in pricing, it has all the rights to rectify the same or cancel the order.

**Cancellation of order**

Rite-ways.com reserves the right to cancel any order without any explanation for doing so, under situation where rite-ways.com is not able to meet the requirement of the order placed or order so placed/cancelled does not comply with the Rite-ways.com policy or for any other reason. However, rite-ways.com will ensure that any communication of cancellation of an order, so cancelled, is intimated within appropriate time to the concerned person and any applicable refund, will be made in reasonable time.

**Limitation of Liability**

**IN NO EVENT SHALL rite-ways.com BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF rite-ways.com HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

**Our Contact**

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this site to [info@riteways.org](mailto:info@riteways.org)