

Terms of Use

The services that Klipart Kreations Pvt. Ltd.™ herein also referred as KKPL provides to User is subject to the following Terms of Use ("TOU").

1. ACCEPTANCE OF TERMS

The services that Klipart Kreations Pvt. Ltd.™ Herein also referred as KKPL provides to User is subject to the following Terms of Use ("TOU"). KKPL reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

(a). This Agreement, which incorporates by reference other provisions applicable to use of www.klipart.biz , including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in www.klipart.biz, sets forth the terms and conditions that apply to use of www.klipart.biz by User. By using KKPL (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use www.klipart.biz is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.

(b). KKPL shall have the right at any time to change or discontinue any aspect or feature of www.klipart.biz, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

KKPL shall have the right at any time to change or modify the terms and conditions applicable to User's use of www.klipart.biz , or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on www.klipart.biz , or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of www.klipart.biz by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

Through its Web property, KKPL provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of www.klipart.biz and all charges related thereto.

5. USER CONDUCTS

a. User shall use www.klipart.biz for lawful purposes only. User shall not post or transmit through www.klipart.biz any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without KKPL 's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in KKPL 's discretion restricts or inhibits any other User from using or enjoying www.klipart.biz will not be permitted. User shall not use www.klipart.biz to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with KKPL.

b. KKPL contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of www.klipart.biz are copyrighted as a collective work under the Indian copyright laws. KKPL owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of KKPL and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

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d. The foregoing provisions of Section 5 are for the benefit of KKPL, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. USE OF SERVICES

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

1. Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
2. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
3. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
4. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
5. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
6. Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
7. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
8. Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
9. Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
10. Restrict or inhibit any other user from using and enjoying the Communication Services.
11. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
12. Harvest or otherwise collect information about others, including email addresses.
13. Violate any applicable laws or regulations.
14. Create a false identity for the purpose of misleading others.
15. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

KKPL has no obligation to monitor the Communication Services. However, KKPL reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion.

KKPL reserves the right to terminate User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. KKPL reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in KKPL's sole discretion.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; User is responsible for adhering to such limitations if User downloads the materials. Always use caution when giving out any personally identifiable information in any Communication Services. KKPL does not control or endorse the content, messages or information found in any Communication Services and, therefore, KKPL specifically disclaims any liability with regard to the Communication Services and any actions resulting from User's participation in any Communication Services. Managers and hosts are not authorized KKPL spokespersons, and their views do not necessarily reflect those of KKPL.

7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing KKPL with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify KKPL immediately of any unauthorized use of User's account or any other breach of security. KKPL will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by KKPL or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

8. NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEBSITE

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In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), User warrant and represent that (a) User is the copyright owner of such Images, or that the copyright owner of such Images has granted User permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of User's use and as otherwise permitted by these Terms of Use and the Services, (b) User have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, User is granting (a) to all members of User's private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use User's Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat User's Images without having User's name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for a Images will terminate at the time User completely remove such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time User completely remove such Images. No compensation will be paid with respect to the use of User's Images.

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13. LINKS TO THIRD PARTY SITES

THE LINKS IN THIS AREA WILL LET YOU LEAVE KKPL'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF KKPL AND KKPL IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. KKPL IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. KKPL IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY KKPL OF THE SITE.

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KKPL OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS

OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN KKPL'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO KKPL. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO KKPL OR ANYONE AT KKPL. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT KKPL MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

15. MONITORING

KKPL shall have the right, but not the obligation, to monitor the content of www.klipart.biz , including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by KKPL and to satisfy any law, regulation or authorized government request. KKPL shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on www.klipart.biz . Without limiting the foregoing, KKPL shall have the right to remove any material that KKPL, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

16. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless KKPL, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of KKPL by User or User's Account.

17. TERMINATION

Either KKPL or User may terminate this Agreement at any time. Without limiting the foregoing, KKPL shall have the right to immediately terminate User's Account in the event of any conduct by User which KKPL, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

18. MISCELLANEOUS

This Agreement and any operating rules for www.klipart.biz established by KKPL constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the Indian Judiciary System, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

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22. MANDATORY DECLARATION - COMPUTERS

- 1.) User hereby declares that he/she has provided all necessary Legal Details for the shipment of the product to the destination specified by him/her in the Order.
- 2.) User further declares 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.

23. APPLICABLE LAWS

This Agreement shall be governed by and interpreted and construed in accordance with the laws of India.

24. RISK OF LOSS

All items purchased from KKPL 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.

25. PRODUCT DESCRIPTION

KKPL tries to be as accurate as possible. However, KKPL does not warrant that product description or other content of this site is accurate, complete, reliable, current, or error-free.

26. PRICING/TYPOGRAPHICAL ERRORS

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. KKPL will try to be accurate, however if the user comes across any difference in pricing on the KKPL Website pre and post orders, we request you to contact us within 48 (Forty Eight) hours of placing your order.

27. CANCELLATION OF ORDER

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

PRIVACY POLICY

We value the trust you place in KKPL. That's why we insist upon the highest standards for secure transactions and customer information privacy. Please read the following statement to learn about our information gathering and dissemination practices. Note: Our privacy policy is subject to change at any time without notice. To make sure you are aware of any changes, please review this policy periodically.

1. Collection of Personally Identifiable Information

We collect personally identifiable information (email address, name, phone number, etc.) from you when you set up a free account with KKPL. While you can browse some sections of our site without being a registered member, certain activities (such as placing an order) do require registration.

2. Use of Demographic and Profile Data

We use personal information to provide the services you request. To the extent we use your personal information to market to you, we will provide you the ability to opt-out of such uses. We use your personal information to resolve disputes; troubleshoot problems; help promote a safe service; collect fees owed; measure consumer interest in our products and services, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our terms and conditions; and as otherwise described to you at the time of collection.

In our efforts to continually improve our product and service offerings, we collect and analyze demographic and profile data about our users' activity on our website. We identify and use your IP address to help diagnose problems with our server, and to administer our website. Your IP address is also used to help identify you and to gather broad demographic information.

We will occasionally ask you to complete optional online surveys. These surveys may ask you for contact information and demographic information (like zip code, age, or income level). We use this data to tailor your experience at our site, providing you with content that we think you might be interested in--and to display content according to your preferences.

Cookies

A "cookie" is a small piece of information stored by a Web server on a Web browser so it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given user. KKPL places both permanent and temporary cookies in your computer's hard drive. KKPL's cookies do not contain any of your personally identifiable information.

3. Sharing of personal information

We may share personal information with our other corporate entities and affiliates to: help detect and prevent identity theft, fraud and other potentially illegal acts; correlate related or multiple accounts to prevent abuse of our services; and to facilitate joint or co-branded services that you request where such services are provided by more than one corporate entity. Those entities and affiliates may not market to you as a result of such sharing unless you explicitly opt-in.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

KKPL and its affiliates will share some or all of your personal information with another business entity should we (or our assets) plan to merge with, or be acquired by that business entity. Should such a transaction occur, that other business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.

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Our site links to other websites that may collect personally identifiable information about you. KKPL is not responsible for the privacy practices or the content of those linked websites.

5. Price and Availability of Titles

Whilst every effort is made to ensure accuracy of prices and availability of the titles featured on this Site, this cannot be guaranteed and price and availability information may change without notice.

6. Security Precautions

Our site has stringent security measures in place to protect the loss, misuse, and alteration of the information under our control. Whenever you change or access your account information, we offer the use of a secure server. Once your information is in our possession we adhere to strict security guidelines, protecting it against unauthorized access.

Refund / Cancellation / Product Return Policy

Purchases of product packages and online products/services are final and non-refundable. All associated shipment costs, including duties, customs and/or brokerage fees, are non-refundable and are the responsibility of the customer.

Returns of paper-based materials (i.e. books) will be accepted within 14 days of the date you receive your order but only if the same are in damaged state. NO returns will be accepted after that period, regardless of when the order was received. All returns are subject to a restocking fee (the restocking fee will be 20% of retail price of the product). The materials must be returned in original, like-new, resalable condition and in the original packaging and/or shrink-wrap in order to be considered for a refund.

Requests for orders to be cancelled after they are processed will result in the refund being less a 20% restocking fee. If the order has been shipped and is in transit with the courier company, the refund amount would be less the shipment costs, in addition to the 20% restocking fee.

You must contact our customer service department via phone, fax or email, to obtain a Return Authorization (RA) number. The box the materials are returned in must be postmarked within 14 days of receipt of the order and you need to write the RA number on the outside of the box. Refunds will be issued to the original payment method within 30-45 business days after the return is received.

Please return the materials if possible in the original packaging, along with a copy of the original invoice/order copy and reason of return to:

Attn: Product Returns
Klipart Kreations P. Ltd.,

Unit No. 15, Sohrab Building, 2nd Floor,

499/505 Kalbadevi Road, Near Metro Cinema,

Mumbai 400 002, India

You will be notified by e-mail of your refund once we have received and processed the returned item (usually within seven to 14 days of receiving).