

Terms and Conditions

Please read these terms of use carefully. By accessing or using this website, you agree to be bound by the terms described herein and all terms incorporated by reference. If you do not agree to all of these terms, do not use this website.

These Terms of Use apply to your access to, and use of, all or part of this website www.printbutterfly.in of New Point Cards and Printers Private limited (collectively, the “Sites”) a Company incorporated under the Companies Act, 1956, and having its principal office at 532, Shaniwar Peth, Pune- 411030 having CIN U74900PN2012PTC145667. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with the Company for products, services or otherwise. If you are using the Sites on behalf of any entity, you represent and warrant that you are authorized to accept these Terms of Use on such entity's behalf, and that such entity agrees to indemnify you and the Company for violations of these Terms of Use. This agreement contains disclaimers and other provisions that limit our liability to you.

In the event there is any conflict or inconsistency between these Terms of Use and any other terms of use that appear on the Sites, these Terms of Use will govern. However, if you navigate away from the Sites to a third-party site, you may be subject to alternative terms and conditions of use, as may be specified on such site. In such event, the terms and conditions of use applicable to that site will govern your use of that site.

While we make reasonable efforts to provide accurate and timely information about the Company on the Sites, you should not assume that the information is always up to date or that the Sites contain all the relevant information available about the Company.

The Company reserves the right to change or modify these Terms of Use or any policy or guideline of the Sites including the Privacy Policy, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to the Sites, and you waive any right you may have to receive specific notice of such

changes or modifications. Your continued use of the Sites will confirm your acceptance of such changes or modifications; therefore, you should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to your use of our Sites. If you do not agree to the amended terms, you must stop using the Sites.

Eligibility, Registration and Account

The Sites are not targeted towards, nor intended for use by, anyone under the age of 18. Subject to applicable law, if you are below the age of 18, you may only use the Sites under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

In order to participate in certain areas of our Sites, you will need to register for an account on our website www.printbutterfly.in. You agree to (a) create only one account; (b) provide accurate, truthful, current and complete information when creating your account; (c) maintain and promptly update your account information; (d) maintain the security of your account by not sharing your password with others and restricting access to your account and your computer; (e) promptly notify the Company if you discover or otherwise suspect any security breaches relating to the Sites; and (f) take responsibility for all activities that occur under your account and accept all risks of unauthorized access.

About Your Account

Company Website allows you to load a rupee value onto your website account for placing orders on our website.

The rupee value that you load onto your New Point website account (hereafter referred as website account) is a prepayment only for purchasing the product and availing the services of New Point Cards and Printers Private Limited in India unless otherwise specified. Customer website account with us can be loaded online by Net-banking /Credit Card / Debit Card/UPI/Phone Pay/S.N.I.P or offline (Point of Sale Electronic

Data Capture machines) by Cash/Credit Card / Debit Card by visiting any of the offices located in Pune.

For an up-to date list of our offices in Pune that accept the payment through, call 020-67255678 or visit our website www.printbutterfly.in . Further, misuse of the Customer website account or its benefits in any manner may result in the termination of the account and/or withdrawal of benefits under the same at the sole discretion of New Point Cards and Printers Private Limited. You will only be able to protect the balance of your Customer website account by registering it on www.printbutterfly.in.

Loading Value on Your Card

Customer website account can be loaded online by Net-banking /Credit Card / Debit Card/UPI/Phone Pay/S.N.I.P or offline (Point of Sale Electronic Data Capture machines) by Cash/Credit Card / Debit Card by visiting any of the offices located in Pune.

Customer website account must be used as a mode of payment, whenever the Customer website account -holder visits the offices of New Point Cards and Printers Private Limited. The balance on the Customer website account does not have a validity or expiry period. No credit card, credit line, overdraft protection or deposit account is associated with a Customer website account account. The balance loaded onto your Customer website account may not be exchanged for cash or credit balance unless required by law in India. No interest, dividends or any other earnings on funds deposited to a Customer website account account will accrue or be paid or credited to you by New Point Cards and Printers Private Limited.

All amounts loaded onto your website account are held and denominated in Indian Rupees. The balance shown on your receipt will be in the Indian Rupees. Transactions that occur on our website/mobile apps are denominated in Indian Rupees.

Fees and Expiration of website account:

New Point Cards and Printers Private Limited does not charge any fees for the registration, activation, use or reloading of your website account. Your website account has no expiration date.

Receipts and Statements

You can check the balance of your website account or review recent transactions on your website account at www.printbutterly.in. You will need to have your website account available in order to make orders for the product and services and availing the services at our offices in Pune.

Billing Errors, Corrections

We reserve the right to correct the balance of your website account if we believe that a clerical, billing or accounting error has occurred. If you have questions regarding your transaction history or any correction, or if you dispute any transaction or correction that has been assessed against your website account, please email to us at newpoint@newpoint.in. We will conduct an investigation and communicate the results and correct any error that we verify as soon as we complete the investigation. If no error was found, we will communicate an explanation to you. We shall have no liability for any billing error unless you provide to us notice within 60 days of the date of the transaction in question. You are requested to monitor your transactions and account balances accurately.

Registration, Liability for Unauthorized Transactions

To register on New Point Cards and Printers Private Limited website please visit www.printbutterfly.in.

You are responsible for all transactions associated with your website account, including unauthorized transactions.

Blocking of website account:

New Point Cards and Printers Private Limited reserves the right to block your website account and/or discontinue, if New Point Cards and Printers Private Limited determines or observes in its sole discretion that there has been any fraudulent or unauthorized activities on website account.

Please read the Privacy Policy carefully to understand how the Company collects, uses and discloses personally identifiable information from its users. The Privacy Policy forms an integral part of these Terms of Use.

Site Disclaimer

The materials and information on the Sites may include technical inaccuracies or typographical errors. The materials, information and services on the Sites are provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by applicable law, Company disclaims all other warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the Sites and the information, content and materials contained therein.

Copyright and Limited License

Unless otherwise indicated, the Sites and all content and other materials therein, including, without limitation, the New Point Cards and Printers Private Limited logo, the and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Site Materials") are the proprietary property of the Company or its licensors or users and are protected by Indian copyright laws.

You are granted a limited, non-sublicensable license to access and use the Sites and Site Materials for personal, informational and shopping purposes only. Such license is subject to the Terms of Use and does not include: (a) any resale or commercial use of the Sites or Site Materials; (b) the collection and use of any product listings, pictures or descriptions;

(c) the distribution, public performance or public display of any Site Materials; (d) modifying or otherwise making any derivative uses of the Sites and the Site Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Sites, the Site Materials or any information contained therein, except as expressly permitted on the Sites; or (g) any use of the Sites or the Site Materials other than for its intended purpose. Any use of the Sites or Site Materials other than as specifically authorized herein, without the prior written permission of the Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith.

Copyright Notice

If you believe any material available via the Sites infringes a copyright you own or control, you may file a notification of such infringement at our contact details given below.

Customer Care

You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

In accordance with the applicable law, the Company has also adopted a policy of terminating, in appropriate circumstances and in our sole discretion, users who are deemed to be repeat infringers. The Company may also, in its sole discretion, limit access to the Sites and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Trademark Information

The “Butterfly” logo and trademarks are owned by New Point Cards and Printers Private Limited and used by the Company under a license. All other trademarks, service marks, domain names, logos, company names and indicia of origin referred to on the Sites are either trademarks, service marks, domain names, logos, company names or indicia of origin or are otherwise the property of the Company or its affiliates or licensors. Other product or company names referred to on the Sites may be trademarks of their respective owners. You may not use any trademark, service mark, domain name, logo, company name, trade name or indicia of origin of the Company, New Point Cards and Printers Private Limited , or any third party without permission from the owner of the applicable trademark, service mark, domain name, logo, company name, trade name or indicia of origin. You may contact the Company by sending an e-mail to Customer Care or writing to

NEW POINT CARDS AND PRINTERS PVT. LTD, 532, Shaniwar Peth, Pune - 411030 to request written permission to use trademarks, indicia of origin and materials on the Sites for purposes other than stated in these Terms of Use or for all other questions relating to the Sites.

All rights not expressly granted are reserved.

Restrictions on Use

The Sites may include interactive areas in which you or other registered users may create, post, send or store messages, materials, data, information, text, music, sound, photos, video, graphics, applications, tags, code, links or other items or materials on the Sites ("User Content"). By using the Sites, you agree not to post, upload, transmit, distribute, store, create or otherwise publish through the Sites any of the following:

Unless specifically requested by Company, any “sensitive” personally identifiable information about yourself or another person (including, but not limited to, information that relates to health or medical conditions including physical, physiological and mental health conditions, passwords, social security numbers, biometric information, credit cards, debit cards, other payment instruments, bank accounts or other financial information, other information concerning trade union membership, sex life, sexual orientation, political opinions, criminal charges or convictions, religious beliefs, racial or ethnic origin, or other sensitive matters);

User Content that is unlawful, blasphemous, paedophilic, racially or ethnically objectionable, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, otherwise objectionable or which threatens our relationships with our employees, partners, customers, suppliers or licensors, relates to or encourages money laundering, gambling or otherwise unlawful in any manner;

User content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and produce such User Content;

User Content that impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity;

Spam, direct marketing communications or any unsolicited advertising, promotional materials or other forms of solicitation or commercial content;

User Content that constitutes, encourages or provides instructions for a criminal offense, violates the rights of any party or that creates liability or violates any applicable local, state, national or international law;

Software viruses, spyware, Trojan horses, easter eggs or any other destructive files, computer codes or programs designed to interrupt destroy or limit the functionality of any computer resource;

User Content that, in the sole judgment of the Company, is objectionable, restricts or inhibits any other person from using or enjoying the Sites or which damages the image or rights of the Company, other users or third parties;

User Content that belongs to another person and to which the user does not have any right;

User Content that harms minors in any way;

User Content which deceives or misleads the addressee about the origin of the messages or communicates any information which is grossly offensive or menacing in nature; and

User Content that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, public order, causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation.

The Company does not control, take responsibility for or assume liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is the Company liable for any user conduct or any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. The interactive areas are generally designed as open and public community areas for connecting and sharing with other people. When you participate in these areas, you understand that certain information and content you choose to post may be displayed

publicly. You are solely responsible for your use of the Sites and agree to use the interactive areas at your own risk.

If you become aware of User Content that you believe violates these Terms of Use, you may report it by clicking on the "Report Abuse" or "Flag" links located just below each piece of User Content. Enforcement of these Terms of Use, however, is solely in our discretion and absence of enforcement in some instances does not constitute a waiver of our right to enforce the Terms of Use in other instances. In addition, these Terms of Use do not create any private right of action on the part of any third party or any reasonable expectation or promise that the Sites will not contain any content that is prohibited by these Terms of Use. Subject to applicable law, the Company has no obligation to screen, edit or monitor any of the User Content posted on the Sites, the Company reserves the right, and has absolute discretion, to remove, screen or edit any User Content on the Sites at any time and for any reason without notice. You are solely responsible for creating backup copies and replacing any User Content you post or store on the Sites at your sole cost and expense.

If you are viewing the Sites on a public computer or are otherwise using a computer to which multiple people have potential access, be sure to follow all relevant instructions to ensure you are sufficiently disconnected and logged off the Sites and the computer system you are using to prevent unauthorized access to or uploading of User Content.

License to User Content

You represent and warrant that your User Content is not subject to any confidentiality obligations and that you own and control all of the rights to the User Content or otherwise have the right to grant the rights to the Company that you grant herein. The Company claims no ownership or control over any User Content, except as otherwise provided herein, on the Sites or in a separate agreement. However, by submitting or posting User Content on the Sites, you grant the Company and its designees a worldwide, perpetual,

irrevocable, non-exclusive, fully-paid up and royalty free license to use, sell, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, publish, license or sub-license the User Content and your name and likeness in connection with such use of your User Content. By posting User Content, you hereby release the Company and its agents and employees from any claims that such use, as authorized above, violates any of your rights and you understand that you will not be entitled to any compensation for any use of your User Content.

Submission of Ideas

Separate and apart from the User Content you provide, you can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about the Company, our Sites and our products (collectively, "Ideas"). Ideas, whether posted to the Sites or provided to the Company by email or otherwise are entirely voluntary, non-confidential, gratuitous and non-committal. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them; your Ideas might be great, but we may have already had the same or similar idea and we do not want disputes.

Links

You are granted a limited, non-exclusive right to create text hyperlinks to the Sites for non-commercial purposes, provided such links do not portray the Company or its products in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. Further, you may not use, frame or utilize framing techniques to enclose the New Point Cards and Printers Private Ltd trademark,

any other logo or other proprietary information, including the images found at the Sites, the content of any text or the layout/design of any page or form contained on a page on the Sites without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of the Company or any third party.

The Company makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of embedded content, third-party websites accessible via hyperlink or websites linking to the Sites. Such sites are not under the control of the Company and the Company is not responsible for any embedded content or the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. The Company and its users may provide these links as a convenience to you, but the inclusion of any link does not imply affiliation, endorsement or adoption by the Company of any site or any information contained therein. When you visit other sites via links or embedded content, you should understand that our terms and policies no longer govern and that the terms and policies of those third party sites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from our Sites.

Third Party Content

The Company may provide third party content on the Sites and links to web pages and content of third parties (collectively, “Third Party Content”) as a service to those interested in this information. We do not control, endorse or adopt any Third-Party Content and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that the Company is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review such Third-Party Content. You agree to use such Third-Party Content contained therein at your own risk.

Advertisements and Promotions

The Company may display advertisements and promotions from third parties on the Sites or may otherwise provide information about or links to third-party products or services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. The Company is not responsible or liable for any loss or damage of any sort incurred as the result of such dealings or promotions or as the result of the presence of such non-Company advertisers or third-party information on the Sites.

Limitation on Liability

To the maximum extent permitted by applicable law, the Company and its officers, directors, employees, shareholders or agents shall not be liable for any direct, indirect, punitive or consequential damages, or any other damages of any kind, including but not limited to loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption, whether in tort (including without limitation negligence), contract or otherwise, arising out of or in connection with the use of or inability to use the Sites, the content or the materials contained in or accessed through the Sites, including without limitation any damages caused by or resulting from reliance by a user on any information obtained from the Company, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to the Company's records, programs or services. In no event shall the aggregate liability of the Company, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the Sites exceed any compensation you pay, if any, to the Company for access to or use of the

Sites. Some jurisdictions do not allow the limitation of liability in contracts with consumers, so some or all of these limitations of liability may not apply to you.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to (a) your use of the Sites; (b) any User Content or Ideas you provide; (c) your violation of these Terms of Use; (d) your violation of any rights of another; or (e) your conduct in connection with the Sites.

Modifications to the Sites

The Company reserves the right to modify or discontinue, temporarily or permanently, the Sites or any features or portions thereof without prior notice. You agree that the Company will not be liable for any modification, suspension or discontinuance of the Sites or any part thereof.

Financial Material Disclosures

Forward-Looking Statements: The Sites, and any documents issued by Company and available through the Sites, may contain statements which constitute forward-looking statements. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts. They often include words such as “believes,” “expects,” “anticipates,” “estimates,” “intends,” “plans,” “seeks” or words of similar meaning, or future or conditional verbs, such as “will,” “should,” “could” or “may.” Forward-looking statements include statements made as to future operations, costs, capital expenditures, cash flow, improvements in infrastructure, distribution and replenishment systems and operating efficiencies, sales and earnings estimates or trends and expansion plans and projections. These forward-looking statements are based on our

expectations as of the date such forward-looking statements are made and are neither predictions nor guarantees of future events or circumstances. Actual future results and trends may differ materially depending on a variety of factors. The Company assumes no obligation to update any of these forward-looking statements.

Jurisdiction and Compliance with Laws

Access to and use of the Sites and these Terms of Use are governed by Indian law, without resort to conflict of law provisions. Any legal action or proceeding relating to your access to, or use of, the Sites or these Terms of Use shall be instituted only in a court located in [courts of Pune, Maharashtra,]. You and the Company agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

Termination

In case of non-compliance with these Terms of Use, the Company may, in its sole discretion, immediately terminate your access and usage of the Sites and/or remove such non-compliant content from the Sites.

Notwithstanding any of these Terms of Use, the Company reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites and to block or prevent your future access to, and use of, the Sites.

Severability

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

Contact Us

Please feel free to contact us with any comments, questions or suggestions you might have regarding the information described in the Sites.

You may contact us at:

NEW POINT CARDS AND PRINTERS PRIVATE LIMITED

532, Shaniwar Peth, Pune 410030