



Terms of Service

By signing up for the freKart service (Service) or any of the services of PSCS Group you are agreeing to be bound by the following terms and conditions (Terms of Service). Any new features or tools which are added to the current Service shall be also subject to the Terms of Service. You can review the current version of the Terms of Service at any time at [here](#). freKart reserves the right to update and change the Terms of Service by posting updates and changes to the freKart website, twitter or facebook page. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you.

You must read, agree with and accept all of the terms and conditions contained in this Terms of Service agreement and freKart's Privacy Policy before you may become a freKart user, vendor or reseller.

Everyday language summaries are provided for your benefit and are not legally binding. Please read the Terms of Service for the complete picture of your legal requirements. By using freKart or any freKart/PSCS services, you are agreeing to these terms. Be sure to occasionally check back for updates.

Account Terms

You must be 18 years or older or at least the age of majority in the jurisdiction where you reside or from which you use this Service.

You must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the signup process.

You acknowledge that freKart will use the email address you provide as the primary method for communication.

You are responsible for keeping your password secure. freKart cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.

You are responsible for all activity and content such as data, graphics, photos and links that is uploaded under your freKart account (Store Content). You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any term in the Terms of Service as determined in the sole discretion of freKart will result in an immediate termination of your services with no refund.



Which means : Don't use freKart for anything illegal or transmit any harmful code. Remember that with any violation of these terms we will cancel your service. If you need to reach us, you will need to send us an email at hello@freakart.com.

Account Activation

The person signing up for the Service will be the contracting party (Account Owner) for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding account we may provide to the Account Owner in connection with the Service.

If you are signing up for the Service on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Service on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.

Upon completion of sign up for the Service, freKart will help you file for payment gateway account with one of our partners, using your email address and depending on plan and tenure, freKart may also create a google GA code account on your behalf if required.

You acknowledge to complete the legal process of payment gateway to activate the same or freKart Payments method will be COD or Bank transfer details to be shown and that it is your sole responsibility as the Account Owner to activate and maintain these accounts. If you do not wish to keep either of the payment accounts active, it is your responsibility to deactivate them.

Domain name and email services through freKart, domain registration & Email service will be preset to automatically renew each year so long as your freKart account remains active The automatically domain renewal is only offered to yearly subscribe users online

Which means: The person signing up for the freKart Service is responsible for the account and is bound by these Terms of Service. If you sign up on behalf of your employer, your employer owns the account and is also bound by our Terms of Service. We introduce payment gateway provider for you. Getting the legal document process and stamped is your responsibility for activating the payment gateway on the website. Any domain and email you purchase through us will automatically renew unless you opt out.



General Conditions

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy before you may become a member of freKart.

Technical support is only provided to commercial plans and is only available via email. You may contact your RM over the phone if you have one.

Free call-back from RM is only available for first 30 days or you can obtain a call-back plan which is available as add-on. RM support is only available between office working hours.

You may not use the freKart service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of India, UK, Dubai & New Zealand.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by freKart.

You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use freKart or freKart trademarks and/or variations and misspellings thereof

Questions about the Terms of Service should be sent to hello@freKart.com.

You understand that your Store Content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to confirm and adapt to technical requirements of connecting networks or devices. Credit Card information is never saved, stored or capture in the freKart, it always send such sensitive data to be process under SSL on the banking/payment gateway website.

You acknowledge and agree that your use of the Service, including information transmitted to or stored by freKart, is governed by its privacy policy

freKart provides free Development and customization on the freKart system, this terms is only applicable if the feature you request is approved by the development team, the feature should enhance the system only then the development is offered free.

Any bespoke change or development which do not directly benefit freKart future plan or growth of the software will be quoted and billed to you for which if you agree to pay the development can be cater to only a dedicated private theme only.

Such development cannot be reproduced on a different theme beside the private theme.



Which means: The freKart service belongs to us. You are not allowed to rip it off or use it for any illegal or sketchy purpose.

Your content may be transferred unencrypted and may be altered, but credit card information is never captured on freKart system.

Development is only offered free if the feature you suggest improves the system and such development is approved by the development team,

freKart Rights

We reserve the right to modify or terminate the Service for any reason, without notice at any time.

We reserve the right to refuse service to anyone for any reason at any time.

We may, but have no obligation to, remove Store Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

Verbal or written abuse of any kind (including threats of abuse or retribution) of any freKart customer, freKart employee, member, or officer will result in immediate account termination.

freKart does not pre-screen Store Content and it is in their sole discretion to refuse or remove any Store Content that is available via the Service.

We reserve the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that freKart employees and contractors may also be freKart customers/merchants and that they may compete with you, although they may not use your confidential information in doing so.

In the event of a dispute regarding account ownership, we reserve the right to request documentation to determine or confirm account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID on file, etc.

freKart retains the right to determine, in our sole judgment, rightful account ownership and transfer an account to the rightful owner. If we are unable to reasonably determine the rightful account owner,



freKart reserves the right to temporarily disable an account until resolution has been determined between the disputing parties.

Which means: We can modify, cancel or refuse the service at anytime.

In the event of an ownership dispute over a freKart account, we can freeze the account or transfer it to the rightful owner.

Limitation of Liability

You expressly understand and agree that freKart shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.

In no event shall freKart or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or this agreement (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, freKart partners, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

Your use of the Service is at your sole risk. The Service is provided on an as is and as available basis without any warranty or condition, express, implied or statutory.

freKart does not warrant that the Service will be uninterrupted, timely, secure, or error-free.

freKart does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

freKart does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

Which means: We are not responsible if you break the law, breach this agreement or go against the rights of a third party, especially if you get sued.

Service is as is so it may have errors or interruptions and we provide no warranties.



Waiver and Complete Agreement

The failure of freKart to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and freKart and govern your use of the Service, superseding any prior agreements between you and freKart (including, but not limited to, any prior versions of the Terms of Service).

Which means: If freKart chooses not to enforce any of these provisions at any time, it does not mean that they give up that right later.

These terms of service make up the agreement that applies to you. This means that any previous agreements between you and freKart don't apply if they conflict with these terms.

Intellectual Property and Customer Content

We do not claim any intellectual property rights over the material you provide to the freKart service. All material you upload remains yours. You can remove your freKart store at any time by deleting your account. This will also remove all content you have stored on the Service.

By uploading Store Content, you agree: (a) to allow other internet users to view your Store Content; (b) to allow freKart to display and store your Store Content; and (c) that freKart can, at any time, review all the Store Content submitted by you to its Service.



You retain ownership over all Store Content that you upload to a freKart store; however, by making your store public, you agree to allow others to view your Store Content. You are responsible for compliance of Store Content with any applicable laws or regulations.

You retain ownership over all content that you submit to a freKart store however, by making your store public, you agree to allow others to view your content.

We will not disclose your confidential information to third parties, except as required in the course of providing our services. Confidential information includes any materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we received from someone other than you without breach of our or their confidentiality obligations; or (d) we are required by law to disclose.

Which means: Anything you upload remains yours and your responsibility. If you want to remove your content, just delete your account or use many useful option to clean or clear the data.

Theme Store

You may establish the appearance of your freKart store with a design template from freKart's Theme Store (a Theme). If your package consist of one customized theme, you are licensed to use it for a single store only. You are free to transfer a Theme to a second one of your own stores if you close your first store. You are not permitted to transfer or sell a Theme to any other person's store on freKart or elsewhere. Multiple stores require multiple downloads and each download. freKart gives no assurance that a particular Theme will remain available any customer of freKart can make a public theme private.

You may modify the private theme to suit your store with the freKart development team can add or modify the footer that refers to freKart at its discretion. freKart may modify the Theme where it contains, in our sole discretion, an element that may be unlawful, offensive, threatening, defamatory, pornographic, obscene, or otherwise objectionable, or that violates any person's intellectual property, even if you received the Theme in that condition. freKart may modify the Theme to reflect technical changes and updates as required.

The intellectual property rights of the Theme remain the property of freKart. We may take administrative action such as modifying your store or closing your store.

Technical support for a Theme is the responsibility of the designer and freKart accepts no responsibility to provide such support.



It is the responsibility of the user, and not freKart, to ensure that the installation of a new theme does not overwrite or damage the current or preexisting theme, or UI, of the system.

Theme Development and customization is possible within the freKart framework and not beyond the freKart framework.

Which means : Themes to use for one store at a time but respect that the freKart own their Themes, so don't infringe on their rights. For Theme-related problems, contact the hello@freakart.com.

Note that Themes may disappear over time and are subject to change or few users can also convert public theme to private.

Payment of Fees

A valid card or net account is required for accounts able to process orders using a live payment gateway.

The service will be billed in 30 day intervals minimum or yearly. When your billing period is over the Account Owner will be sent an invoice via the email provided. The system generate this invoice 15 days before the renewal

Users have approximately two weeks to bring up and settle any issues with the billing.

All fees are exclusive of all federal, provincial, state or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future (Taxes). If you are a resident of India, you are responsible for all applicable Taxes that arise from or as a result of your subscription to a Plan. These Taxes are based on the rates applicable to the Indian billing address you provided to us. Such amounts are in addition to payment for the Plan and will be billed to you.

If you are billed outside Indian then you are exempt from payment of such Taxes. freKart does not provide refunds,

Refund are only process if the invoiced carries such inform and details of refund period and amount.



Which means : You will be billed every 30 days and have 2 weeks to pay. Tax is not part of the plan and will be billed to you in the invoice. freKart does not provide refunds, if not mentioned on the invoice billed.

Cancellation and Termination

You may cancel your account at anytime by emailing hd@freKart.com and then following the specific instructions indicated to you in freKart's response.

Once cancellation is confirmed, all of your Store Content will be immediately deleted from the Service. Since deletion of all data is final please be sure that you do in fact want to cancel your account before doing so.

If you purchased a domain name through freKart, upon cancellation your domain will no longer be automatically renewed. Following cancellation, it will be your sole responsibility to handle all matters related to your domain with the domain provider.

If you cancel the Service in the middle of the month, you will receive one final invoice via email. Once that invoice has been paid you will not be charged again.

We reserve the right to modify or terminate the freKart service for any reason, without notice at any time.

Fraud: Without limiting any other remedies, freKart may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

Which means : To initiate a cancellation, email hd@freKart.com. freKart will respond with specific information regarding the cancellation process for your account. Once cancellation is confirmed, all your content will be permanently deleted, and domains purchased through freKart will no longer be automatically renewed. If you cancel in the middle of the month, you'll have one last email invoice. We may change or cancel your account at any time. Any fraud and we will suspend or cancel your account.



Modifications to the Service and Prices

Prices for using freKart are subject to change upon 30 days notice from freKart. Such notice may be provided at any time by posting the changes to the freKart Site or twitter or facebook page or the administration menu of your freKart store via an announcement.

freKart reserves the right at any time to time to modify or discontinue, the Service (or any part thereof) with or without notice.

freKart shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Which means, : We may change or discontinue the service at anytime, without liability.

Optional Tools

freKart may provide you with access to third party tools over which freKart neither monitors nor has any control or input.

You acknowledge and agree that freKart provides access to such tools 'as is' without any warranties, representations or conditions of any kind and without any endorsement. freKart shall have no liability whatsoever arising from or relating to your use of optional third party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve the terms on which tools are provided by the relevant third party provider(s).



freKart strongly recommends that merchants seek specialist advice before using or relying on certain tools. In particular, tax calculators should be used for reference only and not as a substitute for independent tax advice when assessing the correct tax rates merchants should charge end users.

Which means: We are not responsible for third party tools so use them at your own risk. If you use them you agree that we do not provide a warranty, so get advice beforehand.