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The services available on this website are for customers, who are interested and have requested to become a customer cum Direct Seller with the company. Once you register as a user, you will permit

us to fill the **Avik International** registration form and to mention your name where ever your signature is required.

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and **Avik International** will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

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### **Terms of Sale**

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with **Avik International** you must be over 18 years of age. **Avik International** retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with.

Where a contract is made with a third party **Avik International** is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

#### **a) Our Contract**

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

#### **b) Pricing and Availability**

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for

the goods, you will receive a full refund. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

**c) Payment**

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Your card will be debited upon authorization being received. The amount received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the amount paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

**d) Avik International Direct Seller**

Upon receiving your joining request to become a **Avik International** Direct Seller, that he/she has read, understood and accepted all the terms and conditions on the Application + Agreement Form and **Avik International** Business Plan and agrees to comply by all the terms laid down. To become a **Avik International** Direct Seller is FREE. The Direct Seller also agrees to read and comply by further amendments, which will be made from time to time of Company.

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**Variation**

**Avik International** shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

#### **Invalidity**

If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforce-ability of any other part of the Terms of Use will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

#### **Complaints**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

#### **Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

#### **Entire Agreement**

The above Terms of Use constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and **Avik International**. Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by a Director of **Avik International**.