

PUSHPIT

TERMS & CONDITIONS

Effective Date: 5 July 2026

Website: <https://pushpit.co.in>

1. Introduction

These Terms & Conditions (“Terms”) govern your access to and use of the website <https://pushpit.co.in> (“Website”), operated by PUSHPIT (“PUSHPIT,” “we,” “our,” or “us”), including the browsing, purchase, and delivery of products listed on the Website.

PUSHPIT sells temple-flower incense products directly to consumers. Products are sold by PUSHPIT itself, and the Website does not operate as a marketplace for third-party sellers.

2. Definitions

- “Website” means <https://pushpit.co.in> and any associated pages, subdomains, or online storefronts operated by PUSHPIT.
 - “User,” “Customer,” “you,” or “your” means any individual who accesses, browses, or transacts on the Website.
 - “Products” means the incense sticks and related items listed for sale on the Website.
 - “Order” means a request placed by a User to purchase Products through the Website.
 - “Content” means all text, images, graphics, logos, product descriptions, and other material appearing on the Website.
-

3. Acceptance of Terms

By accessing the Website, creating an order, or otherwise using our Services, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated into these Terms by reference. If you do not agree to these Terms, you should discontinue use of the Website.

We may update these Terms from time to time in accordance with Section 19. Continued use of the Website after any such update constitutes your acceptance of the revised Terms.

4. Eligibility to Use the Website

The Website is intended for use by individuals who are competent to enter into a valid contract under the Indian Contract Act, 1872. By placing an Order, you confirm that you are at least 18 years of age, or that you are placing the Order with the involvement or consent of a parent or legal guardian.

PUSHPIT reserves the right to refuse service, restrict access, or cancel an Order at its discretion where it reasonably believes these eligibility conditions have not been met.

5. User Accounts

Certain features of the Website, such as order tracking or order history, may require you to provide accurate contact and delivery information. You are responsible for ensuring that the information you provide is accurate, complete, and current at all times.

Where the Website permits the creation of a customer account, you are responsible for maintaining the confidentiality of any login credentials associated with that account and for all activity that occurs under it. Please notify us promptly at care.pushpit@gmail.com if you suspect any unauthorized use of your account.

6. Products and Product Information

PUSHPIT's incense sticks are hand rolled from natural, recycled temple flowers and are charcoal-free. As these Products are made from natural, hand-processed material, minor variations in colour, texture, fragrance intensity, and stick length between batches are natural characteristics of the Product and do not constitute a defect.

We make reasonable efforts to ensure that product descriptions, images, and pricing displayed on the Website are accurate. However, we do not warrant that product descriptions, images, or other Content on the Website are entirely free of error. In the event of any discrepancy between a Product as described and as delivered, please contact us at care.pushpit@gmail.com.

Safety Notice

As with any incense product, use in a well-ventilated area, keep away from children and pets, ensure the lit stick is placed on a stable, heat-resistant holder, and never leave a lit stick unattended.

7. Pricing and Payments

All prices displayed on the Website are in Indian Rupees (INR) and are inclusive of applicable taxes, unless stated otherwise at checkout. PUSHPIT reserves the right to change the pricing of any Product at any time without prior notice; however, the price applicable to an Order already confirmed and paid for will not change.

Payments on the Website are processed through Razorpay, our authorized third-party payment gateway. PUSHPIT does not collect, process, or store your complete debit card number, credit card number, CVV, UPI PIN, or internet banking credentials. Such information is handled directly by Razorpay in accordance with its own security standards and privacy policy. PUSHPIT is not responsible for any delay, failure, or error in payment processing that arises from the payment gateway or your bank.

8. Order Acceptance and Cancellation

Placing an Order on the Website constitutes an offer to purchase the selected Products. An Order is deemed accepted only upon confirmation by PUSHPIT, which is ordinarily communicated once payment has been successfully received.

PUSHPIT reserves the right to cancel any Order, in whole or in part, at its discretion, including where a Product is out of stock, where an error in pricing or product information is identified, where fraudulent or suspicious activity is suspected, or where delivery is not reasonably possible to the address provided. Where an Order is cancelled after payment has been received, the amount paid will be refunded to the original payment method within a reasonable period.

Should you wish to cancel an Order, please contact us at care.pushpit@gmail.com as soon as possible. Orders that have already been dispatched cannot be cancelled, and any such request will instead be treated as a return, subject to our Returns, Refunds, and Exchanges Policy.

9. Shipping and Delivery

PUSHPIT currently ships Products to addresses within India. Orders are processed for dispatch after payment has been successfully confirmed. Estimated delivery timelines, where displayed on the Website or communicated at the time of Order, are indicative only and are not guaranteed, as delivery is subject to the performance of our third-party courier partners, which may vary or change over time.

Risk in the Products shall pass to you upon delivery to the address provided at the time of Order. Please ensure that the shipping address and contact details provided are accurate and complete, as PUSHPIT is not responsible for delivery failures or delays arising from incorrect or incomplete address information.

10. Returns, Refunds, and Exchanges

Returns, refunds, and exchanges are governed by our separate Returns, Refunds, and Exchanges Policy, which forms part of these Terms by reference and is available on the Website. In the event of any conflict between these Terms and that policy in relation to returns, refunds, or exchanges, the specific policy shall prevail.

Given the nature of incense as a natural, consumable product, certain categories of Orders may not be eligible for return once opened or used, except where the Product received is defective, damaged, or materially different from what was ordered.

11. Intellectual Property

All Content on the Website, including the PUSHPIT name, logo, tagline “The Floral Rebirth,” product descriptions, photographs, packaging design, and other creative material, is the intellectual property of PUSHPIT or its licensors and is protected under applicable Indian intellectual property law.

You may not reproduce, distribute, modify, publicly display, or create derivative works from any Content on the Website for commercial purposes without our prior written consent. You may access and use the Website and its Content solely for your personal, non-commercial use in connection with browsing and purchasing Products.

12. Acceptable Use of the Website

When using the Website, you agree that you will not:

- Use the Website for any unlawful purpose or in violation of any applicable law.
- Attempt to gain unauthorized access to the Website, its servers, or any connected systems.
- Interfere with or disrupt the security, integrity, or performance of the Website.
- Use any automated means, including bots or scrapers, to access or extract data from the Website without our prior written consent.
- Upload or transmit any content that is defamatory, obscene, infringing, or otherwise unlawful.
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity, while using the Website.

PUSHPIT reserves the right to restrict or terminate access to the Website for any User who violates this Section 12.

13. User Responsibilities

You are responsible for ensuring that all information provided by you, including contact details, delivery address, and payment information, is accurate and belongs to you or a person on whose behalf you are authorized to act. You are also responsible for maintaining the confidentiality of any account credentials and for all activities carried out through your account or Order.

14. Limitation of Liability

To the maximum extent permitted under applicable law, PUSHPIT shall not be liable for any indirect, incidental, consequential, or special damages arising out of, or in connection with, your use of the Website or Products, including any loss of data, loss of goodwill, or business interruption.

PUSHPIT's total liability arising out of any Order, whether in contract, tort, or otherwise, shall not exceed the amount actually paid by you for the relevant Order. Nothing in these Terms shall be construed to exclude or limit liability that cannot lawfully be excluded or limited under applicable Indian law, including under the Consumer Protection Act, 2019.

15. Indemnification

You agree to indemnify and hold harmless PUSHPIT, its founders, and any associated individuals from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal fees, arising out of, or in any way connected with, your breach of these Terms, your misuse of the Website, or your violation of any applicable law or third-party right.

16. Third-Party Services

The Website relies on certain third-party service providers to operate, including Razorpay for payment processing, Google Analytics for website analytics, and third-party courier partners for delivery of Products. Your use of such third-party services, where applicable, may be subject to their respective terms and privacy policies, over which PUSHPIT has no control and for which PUSHPIT accepts no responsibility.

The Website may also contain links to other third-party websites for your convenience. PUSHPIT does not endorse and is not responsible for the content, accuracy, or practices of any linked third-party website.

17. Force Majeure

PUSHPIT shall not be held responsible for any delay or failure in performance of its obligations under these Terms where such delay or failure arises from causes beyond its reasonable control, including natural disasters, acts of government, strikes, transportation disruptions, courier delays, or other events of force majeure.

18. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of India. Subject to applicable law, any dispute arising out of, or in connection with, these Terms or your use of the Website shall be subject to the exclusive jurisdiction of the competent courts at **Varanasi, Uttar Pradesh, India**.

19. Changes to the Terms

PUSHPIT reserves the right to amend, update, or revise these Terms at any time. Any such revision shall take effect upon publication on the Website, unless otherwise stated. We encourage you to review these Terms periodically. Your continued use of the Website following any revision constitutes your acceptance of the updated Terms.

20. Contact Information

For any questions, concerns, or requests relating to these Terms, please contact us at:

PUSHPIT

Website: <https://pushpit.co.in>

Email: care.pushpit@gmail.com

These Terms, together with our Privacy Policy and Returns, Refunds, and Exchanges Policy, constitute the entire agreement between you and PUSHPIT in relation to your use of the Website and purchase of Products.