

Terms of Use

Welcome to Portico New York

By accessing or using our website store.porticonewyork.in, you agree to comply with and be bound by the following Terms of Use. Please read these terms carefully before using the Site. If you do not agree with these terms, you should not use our Site.

1. Acceptance of Terms:

By using the Portico Site, you agree to be legally bound by these Terms, as well as our Privacy Policy, which is incorporated herein by reference. These Terms apply to all visitors, users, and others who access the Site ("Users"). You affirm that you are at least 18 years of age or possess parental/guardian consent to use this Site. If you are using the Site on behalf of an organization, you represent and warrant that you are authorized to bind the organization to these Terms.

2. Changes to Terms:

Portico reserves the right to modify these Terms at any time without prior notice. Any changes to the Terms will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes constitutes your acceptance of such changes. We encourage you to review the Terms periodically for any updates.

3. Use of the Site:

Portico grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Site for personal, non-commercial purposes. You agree not to:

- Use the Site for any unlawful purpose or in violation of any local, state, national, or international law;
- Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site without express written permission from Portico;
- Engage in any conduct that restricts or inhibits any other User from using or enjoying the Site;
- Interfere with or disrupt the security, integrity, or performance of the Site or its content.

4. Account Registration:

To access certain features of the Site, you may need to give your consent for some of the information. You agree to:

- Provide accurate, current, and complete information during the registration process;
- Notify portico immediately of any unauthorized use of your account or any other breach of security;
- Accept responsibility for all activities that occur under your account.

Portico reserves the right to suspend or terminate your account at any time, without notice, if it determines that you have violated these Terms or engaged in any fraudulent or illegal activity.

5. Product Information and Orders:

All products displayed on the Site are subject to availability. We strive to ensure that all information regarding product descriptions, pricing, and availability is accurate. However, Portico does not guarantee that such information is error-free. Prices for products are subject to change without notice. We reserve

the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. You agree to pay all charges incurred by you or any users of your account and credit card at the price(s) in effect when such charges are incurred.

6. Shipping, Delivery, and Returns

Shipping costs and delivery times vary depending on the location and shipping method chosen at checkout. Portico is not responsible for any delays caused by shipping carriers. Once an order is shipped, Portico is not responsible for any loss or damage that occurs during shipping. Our Return Policy, available on our website, outlines the process for returning items and obtaining refunds. Returns and refunds are only accepted in accordance with the terms of our Return Policy.

1. Products once sold, delivered, and accepted are not eligible for exchange.
2. Exchange is permitted only in the case of a manufacturing defect, provided it is reported within 7 days from the date of purchase or delivery (whichever is later). The original invoice must be presented as proof of purchase.
3. Returned products must be in unused, unwashed, unaltered, and damage-free condition.
4. Mattresses and customized furnishings are not eligible for return or exchange.
5. Products must be returned in their original packaging, with barcode and seal intact.
6. Upon acceptance of a return, a credit note will be issued, valid for one-time use within three months from the date of issue. Cash refunds will not be provided.
7. Loyalty points will not be awarded on purchases made through a credit note.
8. Products purchased under promotional offers, discounts, or clearance sales are not eligible for return or replacement.
9. The management reserves the right to accept or reject any return request at its discretion.
10. For further assistance or clarification, please contact our Customer Service Desk.

7. Intellectual Property Rights

All content on the Site, including but not limited to text, images, graphics, logos, icons, and software, is the property of Portico or its content suppliers and is protected by copyright, trademark, and other intellectual property laws. You are granted a limited license to view and use the content on the Site for personal, non-commercial use only. You may not reproduce, distribute, modify, create derivative works from, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site without the prior written consent of Portico.

8. User Content and Conduct

You may have the opportunity to post, upload, or submit content on the Site, such as reviews, comments, or photos. By doing so, you grant Portico a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, modify, publish, distribute, and display such content in any media. You agree not to post any content that:

Request access to the personal information we hold about you.

Is defamatory, obscene, abusive, harassing, or threatening;

Violates any third-party rights, including intellectual property rights;

Contains any viruses, malware, or harmful code;

Promotes illegal activities or violates any applicable law.

Portico reserves the right to remove or modify any content that violates these Terms or is otherwise objectionable.

9. Disclaimer of Warranties

The Site and its content are provided "as is" and "as available," without warranties of any kind, either express or implied. Portico does not warrant that the Site will be uninterrupted, error-free, secure, or free of viruses or other harmful components. To the fullest extent permitted by law, Portico disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

10. Limitation of Liability

To the fullest extent permitted by law, Portico shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Site, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses. Portico's total liability to you for any damages, losses, or causes of action shall not exceed the amount paid by you, if any, for accessing the Site.

11. Indemnification

You agree to indemnify, defend, and hold harmless Portico, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorney's fees) arising out of or in connection with:

Your use of the Site;

Your violation of these Terms;

Your violation of any rights of another party, including intellectual property rights.

12. Links to Third-Party Websites

The Site may contain links to third-party websites or services that are not owned or controlled by Portico. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that Portico shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection

with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

13. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of [Your Country/State], without regard to its conflict of law principles. Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the courts located in [Your Jurisdiction]. You consent to the personal jurisdiction of such courts and waive any objections based on jurisdiction, venue, or inconvenient forum.

14. Termination

Portico reserves the right, in its sole discretion, to terminate or suspend your access to the Site, without notice, for conduct that Portico believes violates these Terms or is harmful to other users of the Site or the interests of Portico

15. Miscellaneous

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Portico's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

13. Contact Information

If you have any questions or concerns about these Terms of Use, please contact us at customerservice@ril.com

Thank you for visiting Portico. We hope you enjoy your shopping experience with us!