

Terms & Conditions

These terms and conditions of Use (hereinafter referred as “Terms of Usage”) describe and govern the User’s use of the content and services offered by www.myastral.org (“hereinafter referred as Website”) My Astral (hereinafter referred as “We” “us” “our”)

UPDATION

The Website may update/amend/modify these Terms of Usage from time to time. The User is responsible to check the Terms of Usage periodically to remain in compliance with these terms.

USER CONSENT

By accessing the Website and using it, you (“Member”, “You”, “Your”) indicate that you understand the terms and unconditionally & expressly consent to the Terms of Usage of this Website. If you do not agree with the Terms of Usage, please do not click on the “I AGREE” button. The User is advised to read the Terms of Usage carefully before using or registering on the Website or accessing any material, information or services through the Website. Your use and continued usage of the Website (irrespective of the amendments made from time to time) shall signify your acceptance of the terms of usage and your agreement to be legally bound by the same.

GENERAL DESCRIPTION (WITHDRAWAL)

The Website is an internet-based portal having its existence on World Wide Web, Application and other electronic medium and provides astrological content, reports, data, telephone, video and email consultations (hereinafter referred as “Content”). The Website is offering “Services with a Subscription” which is available to subscribe directly from the website.

However, withdrawal from the contract is exercised within 7 days of access, by means of a joint request to the addresses info@myastral.org and myastray@libero.it.

By subscribing to the Services, a member agrees to:

1. To provide current, complete, and accurate information about himself as prompted to do so by the Website.
2. To maintain and update the above information as required and submitted by you with the view to maintain the accuracy of the information being current and complete.

REGISTRATION AND ELIGIBILITY

The User of the Website must be a person who can form legally binding contracts. A minor under the age of eighteen (18) in most jurisdiction, are not permitted to avail the services provided on the Website without a legal guardian in accordance with the applicable laws. We would not be held responsible for any misuse that may occur by virtue of any person including a minor using the services provided through the Website.

For the User to avail the services, the User will be directed to Register as a Member on the Website whereby You (User) agree to provide update, current and accurate information while filling up the sign-in form. All information that you fill and provide to the Website and all updates thereto are referred to in these Terms of Usage as “Registration Data.”

An account could be created by you through the Your Phone Number / E-mail and password (OTP)

or other log - in options which includes Facebook, Gmail or any other valid accounts. The User while creating an account hereby represents and warrants that all the information provided by the User is current, accurate and complete and that the User will maintain the accuracy and keep the information updated from time to time. Use of another User's account information for availing the services is expressly prohibited. If in case it is found that the information so supplied on the Website is inaccurate, incomplete, untrue and not current, we have the right to suspend or terminate the User's account and restrict/refuse the use of the Website by such User in future.

The right to use this Website is personal to the User and is not transferable to any other person or entity. The User would be responsible for protecting the confidentiality of User's passwords and other information required for the purposes of registration. The User would be fully responsible for all the activities that occur under the User's account with the Website. We shall not be liable for any loss or damage arising from the User's failure to maintain secrecy and confidentiality. The User shall notify us immediately if they become aware of any unauthorized use of their Account(s) or breach of any security. The User must log out from its account at the end of the session.

The User while availing any service shall be informed whether the service so rendered is personal to the Website or is available from a Third party. The Website shall have no control or monitoring on the information disseminated to any third party via the Website.

The User agrees, understands and confirms that his/ her personal data including without limitation to details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that we or the Payment Service Provider(s) have no control over such matters.

USER ACCOUNT ACCESS

The Website shall have access to the account and the information created by the User for ensuring and maintaining the high-quality services provided by us and for addressing the need of the customer in the most effective manner. User hereby consents for the unconditional access of the account by the Website, its employees, agents and other appointed person in such regard. For the purpose of addressing the complaints (if any received) and any suspected abuse reported, we shall investigate on case-to-case basis from the records available. The User is directed to read the terms provided in the Privacy Policy as regards such records.

PRIVACY POLICY

The User hereby consents, expresses and agrees that the User has read and fully understand the Privacy Policy of the Website. The User further consents that the terms and contents of such Privacy policy is acceptable to the User inclusive of any update/alteration/change made and duly displayed on the Website.

BREACH AND TERMINATION

We have the right, in whole or in part, without informing the User, modify, discontinue, change or alter the services ordered or the Account of the User registered with the Website. We may or

may not issue notice or provide any reason for such action taken by the Website.

Violation of any conditions mentioned in this Terms of Usage shall lead to immediate cancellation of the Registration of the User, if registered with the Website. We reserve the right to terminate and initiate action immediately, if:

- The Website is not able to verify and authenticate the Registration data or any other relevant information provided by the User.
- We believe that the actions of the User may cause legal liability for the Website, other Users or any service provider linked with the Website.
- We believe that the User has provided the Website with false and misleading Registration Data or there is interference with the other Users or the administration of the services or have violated the privacy policy as listed by the Website.

DELIVERY, CANCELLATION AND REFUND

No refund shall be processed on the order of any reports under any circumstances if the order has reached the “processing” (Assigned to an Astrologer) stage. The risk and liability of placing order in a haste and careless manner totally lies with the User and the Website is not responsible for any refund once the processing stage has started.

No refund shall be processed once the Order has been placed and executed. However, if the User intends to cancel a successfully placed order before execution, the User is required to contact the customer care team within 1 (one) hour of making the payment, whereafter it is totally at the discretion of us whether to issue refund, which shall be depended on case-to- case basis.

No refund shall be processed for the reason that in-correct information or data has been provided by You. The User agrees to be careful while providing any information to the Website and must re-check the information before providing the information. The User can request for change in the incorrect information or data entered provided, the request for such change has been made with the customer care within 1 (one hour) of execution of the service rendered by the service provider.

In case the Website or Payment gateway’s webpage, that is linked to the Website, is experiencing any server related issues like ‘slow down’ or ‘failure’ or ‘session timeout’, the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:

- In case the Bank Account appears to be debited, ensure that you do not make the payment twice and immediately thereafter contact the Website via customer care to confirm payment.
- In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, refund for multiple payment, if any, even after the above precaution against the same order shall be refunded in full without deduction of the transaction charges as mentioned above. We shall only retain the cost of one single order as intended to be placed by the User.

If there are orders that the Website is unable to accept and must cancel, we on our sole discretion, reserves the right to refuse or cancel any order for any reason whatsoever. Some situations may result in the order being cancelled and include, without limitation, non-availability of the service, inaccuracy, error in pricing information or other problems as identified. If the User's order is cancelled after charges being paid against the said service, the said amount paid for booking shall be refunded.

Note: All refunds will be credited to user's MyAstral's wallet.

BANK ACCOUNT INFORMATION

The User is under an obligation to provide his banking information as and when required. For that purpose, the obligation of the User are:

- The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
- The User may pay the fees required, to the Website by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
- The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

The User further agrees that if any part of these Terms of Usage is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Usage shall continue in effect.

INDEMNIFICATION

The User shall indemnify, defend and hold us harmless the and our parent, subsidiaries, affiliates, officers, directors, employees, suppliers, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from Your use of the Services, Your violation of the Privacy Policy or these Terms of Service, or Your violation of any third party's rights, including without limitation, infringement by You or any other user of Your account of any intellectual property or other right of any person or entity. These Terms of Service will inure to the benefit of our successors, assigns, and licensees.

NOTICES

Except as otherwise stated in these Terms of Service, all notices to a party shall be in writing and

shall be made either via email. Notice shall be deemed given 24 hours after an email is sent to Member at the address provided by Member in the Registration Data and to the Website at the address set forth below:

E-mail: info@myastral.org

GOVERNING LAW AND JURISDICTION

These Terms of Use and any non-contractual rights or obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of Italy, as applied in Italy.