# TERMS AND CONDITIONS & PRIVACY POLICY

## Who we are

ThinkTrail Consultants (SMC-PVT) LTD is a research consultancy firm where Customers can Order research work on specific areas which is serviced by the company. Our service ensures Product delivery to the Customer on condition the Order is fully paid and all required information for Order completion is provided.

Note: By using this Website and placing an Order the Customer agrees to the Terms and Conditions given on this page. If the Customer does not agree to them, the Customer should not use the site or access the services from it. No guarantees are given to the Customer if Customer violates Terms and Conditions given on this page.

# **Important notions:**

'Agreement' refers to these Terms and Conditions.

'Company', 'Service', 'We' mean ThinkTrail Consultants (SMC-PVT) LTD with registered address DHA Phase 5, Sector E, Alma St 1, House 50, Emaar, Islamabad, Pakistan, provides independent research services to Customers according to the defined terms laid out in this Agreement.

'Customer' is the person who places an Order with the Company to obtain the Product according to his or her requirements and governed by the defined Terms and Conditions laid out in this Agreement.

'Order' is an electronic request of a paid service from the Customer for a particular Product and/or service.

'Product' is a document in an electronic format that is the final result of Order completion.

'Product Revision' is an edited version of the original Product initialized by Customer.

# 1. Nature of Product and Terms of Usage

1.1. The Company offers research consultancy, and the Company delivers the product on the "as is" basis, and the Customer uses the products at his/her own risk. Everything provided by the Company is intended for research/reference purposes only. The Company is also not responsible for any failure of the Customer to use this product appropriately or any improper usage of the research contained therein.

#### 2. Order Process

- 2.1. Placing an Order. The Customer should provide a valid email address and a correct phone number where the Customer can be reached (preferably both home and mobile). There may be multiple occasions during Order preparation when establishing contact with the Customer is crucial. The Company shall not be responsible for Order delay or other quality issues on the Order if they cannot be resolved due to the incorrect contact data given by the Client.
- 2.2. Instructions. Because the Company works based on Customer's instructions, these instructions must be clear and precise. If the instructions are not clear and additional instructions are needed to complete the Order, the Customer should provide the necessary instructions as soon as possible. The Customer is advised that once the Order is completed any revision request must only be based on the initial requirements and description of the original Order. Any changes from the initial instructions of the Order will be considered "editing". This is an additional service and the Company will not conduct any free revision request that is different or deviates from the original Order requirements and/or description.
- 2.3. Sources. ThinkTrail Consultants is allowed to use any relevant source available for the completion of the requested research work research publications, websites, books, journals, newspapers, interviews, online publications etc., unless the Customer mentions some particular sources to be used or others to be ignored. If the Customer needs specific sources that are crucial for the completion of the Order, the Company would expect the Customer to provide them within the required time schedule listed below.
- 48 hours 10 days: Instructions must be received within the first 8 hours.
- 12 hours 24 hours: Instructions must be received within the first 1 hour.
- 12 hours or less: Instructions must be received within the first 20 minutes.
- 2.4. Incorrect Order Placement. The Company reserves the right not to process or to resubmit the Customer's Order in the event that the details indicated are inconsistent to or do not match the Order's original description. Failure to provide the correct description may require additional payments. See 3.1. for more detailed information.
- 2.5. Tracking Order Progress. The Customer is highly encouraged to stay in touch with ThinkTrail Consultants to monitor Order Progress
- 2.6. Client can request for a draft from ThinkTrail Consultants, however, the Company does not guarantee a draft if Order's urgency is 3-48 hours.

## 3. Prices and Payment

3.1. The Company cannot begin working on the Customer's Order until the Customer has paid for the entire amount of the Product(s) and/or service(s). In case the Customer is notified the additional payment is needed to be issued on the Order, the Customer has to

process it as soon as possible. The delay of additional payment completion may lead to delay in Order completion. The Customer cannot be compensated for such a delay if the Customer does not issue the additional payment immediately after he/she has been notified on the issue.

3.2. The Company reserves the right to adjust prices in its sole discretion due to increases in costs, the increase or imposition of any tax, duty or other levy and any variation in exchange rates or other errors.

# 4. Delivery/Downloading Policy

- 4.1. The deadline dates Customer choses when placing the Order are estimates only but not a guarantee that the Product will be delivered by a given date. Company reserves the right to deliver the Product with a delay if Customer was notified on it and had no objection to it. In this case no refund or other compensation is provided to Customer. Should the client have any objection it must be communicated in written through email.
- 4.2. In case the Product was received by the Customer and the Customer requested Revision after the initial deadline, no refund is issued to the Customer. The deadline estimates are set to initial Product delivery only. The free revision is executed without compensation for deadline estimates change.
- 4.3. In case of timely delivery of the Product, the Company will not be responsible for failure of the Customer to download the Product. The Customer will still be billed for the service rendered and no refund is guaranteed at this point.

## 5. Termination

5.1. The Company reserves the right to cancel any paid Order at its own determination or decision in case there is lack of cooperation/communication from the Customer's side that affects Order completion or a suspicion by the Company that the Customer is engaged in fraudulent activity. The Company does not guarantee reimbursement in the circumstances described above. The Company shall have sole discretion to take the necessary action it thinks are right based on the particular circumstances of each case.

## 6. Revision policy

- 6.1. The Free Revision policy is a courtesy service that the Company provides to help ensure Customer's total satisfaction with the completed Order. To receive free revision the Company requires that the Customer provide the request within fourteen (14) days from the first completion date of the Order/Product. If the Customer has missed the policy deadline, the Customer may choose to have the Order revised but for additional payment or the Customer may place a new one for editing.
- 6.2. If revision request violates original instructions, the company has the right to decline it. If a request falls within mentioned guidelines, the Company will happily revise the Customer's Order to meet the initial requirements free of charge.

#### 7. Satisfaction Guarantee

- 7.1. The Product ordered is aimed to be done according to the Client's initial instructions.
- 7.2. All refunds and cancellations requests should be communicated and expressed in writing emailing. In the unlikely event that the Customer is not satisfied with the Product or receives the Product after the specified deadline, the Customer may request a free revision of the Order. It is the sole discretion of the Company to approve or disapprove any request on an individual case to case basis.
- 7.3. In case a full refund is issued or Order becomes unpaid in circumstances where the service rendered has already been delivered, the Company retains full authorship for the Product completed and reserves the right to use, resell, distribute and share it to other third parties. The Customer is then not eligible to use the Product for whatever purpose.

No refund can be issued to the Customer if:

- the Customer cancels the order that has been completed
- the Customer did not request for refund within seventy-two (72) hours after Order completion, since it is to be assumed that the Customer is satisfied with the Product.
- the Customer is dissatisfied with Order quality but did not provide a detailed list of violations. The quality complaint is considered as invalid without reasonable and detailed proof and should the Customer fail to provide such proof, the Company cannot investigate Customer's complaint;
- the Order is late because the Customer did not provide the information on time or the company could not reach the Customer via contact provided, then the Customer cannot claim a refund based on lateness.

## 8. Promotional Materials

- 8.1. The Company reserves the right to contact the Customers by email regarding new services, discounts, special offers and any other information that the Company may deem useful for the Customers.
- 8.3. The Customer expressly waives any cause of action against the Company for receiving the emails and other forms of electronic communications from the Company for advertising and promotional or informative purposes.

#### 9. Waiver of Breach

9.1. No waiver by the Company of any breach of this Agreement by the Customer shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

9.2. The failure of the Company to insist on a strict performance of any of the terms and conditions of this Agreement shall be deemed a waiver of the rights or remedies that the Company may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach of default in any terms and conditions.

#### 10. Amendments

12.1. The Company reserves the right to modify, amend, revise or otherwise change any and all provisions of this Agreement. The Customer expressly agrees to be bound by any subsequent modification, amendment, revision or changes as contemplated herein, by the continued rendition of services by the Company. It shall be the obligation of the Customer to review this Agreement for changes from time to time, since any changes are reflected in this section of the website.

# 11. Entire Agreement

11.1. This Agreement contains the entire stipulations between the Customer and the Company, and no statements, promises, or inducements made by either party that are inconsistent herein shall be valid or binding unless expressly authorized under this Agreement. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties and indorsed on this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and the Company.

# 12. Severability

12.1. It is understood and agreed by the Customer that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Customer shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

## 13. Law Governing

13.1. It is mutually understood and agreed that this Agreement shall be governed by the laws of the place where the Company holds its principal place of business, both as to interpretation and performance, or in any other place at the determination of the Company.

## 14. Place of Suit

14.1. Any action or other judicial proceedings for the enforcement of this Agreement or any of its provisions shall be instituted in the courts of competent jurisdiction in the place where the Company holds its principal place of business or in any other place at the determination of the Company.

# 15. Privacy Notice and Statement.

- 15.1. We are committed to the protection, privacy and security of customers using this website whether through use of a mobile device/other device or media. By accessing this site you agree to the terms of this Privacy Policy and consent to the collection, processing, use or transfer of data as set out in this policy.
- 15.2. When a user visits our Website, we automatically collect and store standard information, such as IP address, browser type, access time, etc. This information is gathered for internal use only.
- 15.3. We may use your email address to send any updates regarding these particular Terms and Conditions and other policies, agreements and other documents that regulate the use of the Website. By providing your contact information, such as email address and phone number, you give us the right to contact you to clarify the details of your Order, verify your payment as well as to initiate contact with promotional purposes. You may request from us to stop issuing calls with promotional purposes by sending an email.
- 15.4. We do not share any of the personal information you provide with any third parties without your permission, received in written form. This regulation does not apply to personal and/or identifying information necessary for completing your Order.
- 15.5. We collect your personal data in Order:
  - Provide services
  - For marketing purposes (with your consent)
- 15.6. You have the right to access any data that we hold relating to you. Requests must be made in writing and proof of identification is required to protect your data and to ensure it is not disclosed to unauthorized parties.

## **16. Consent Withdrawal**

- 16.1. If you have given consent to the processing of your data you can freely withdraw such consent at any time by emailing us to address displayed on Contact us page.
- 16.2. If you do withdraw your consent, and if we do not have another legal basis for the processing of your data, then we will stop the processing of your personal data.
- 16.3. If the Website has another legal basis for the processing of your data, then we may continue to do so subject to your legal interests and rights.