

## **TERMS OF USE**

### **Terms of use**

Welcome to this site operated by [•] ("the Company"). By visiting and using this site you will be accepting these Terms of Use ("Terms of Use"). Please read them carefully and if you disagree with the Terms of Use in any way, then do not use this site. The Company reserves the right to change the Terms of Use on this site at any time, and by your continuing to use this site thereafter, you agree to be bound by the revised version of the Terms of Use. If any Terms of Use changes are not acceptable, you must stop your use of this site. In these Terms of Use, "the Company" and "we" refer to [•], and "User" or "you" refer to each visitor to this site.

### **Site Content**

The information contained on this site is given for general information and interest purposes only. Whilst we try and ensure the information contained on the site is accurate and up to date, we cannot be responsible for any inaccuracies in the information. As a result, you should not rely on this information, and we recommend that you take further advice or seek further guidance before taking any action based on the information contained on this site. Please note that some products on this site ("Products") may appear slightly larger or smaller than actual size due to screen defaults and photography techniques. Other Products may be represented at a larger size than actual size in order to clearly show details, or smaller than actual size in order to show the entire item.

### **Third Party Content**

Any testimonials, opinions, advice, product or service offers, or other information or content made available on or through this site by third parties ("Third Party Content") are solely those of their respective providers and not of the Company which does not guarantee the accuracy, completeness, reliability or usefulness of Third Party Content. It is the responsibility of the User to evaluate Third Party Content and the Company shall not be liable for any damage or loss caused by Users' reliance on or other use of Third Party Content.

### **Limitation of Liability**

Except where prohibited by law, in no event will the Company be liable to you for any indirect, consequential, exemplary,

incidental or punitive damages, including lost profits, even if the Company has been advised of the possibility of such damages.

### **Indemnity**

You agree to indemnify and hold the Company, its officers, partners, their heirs, executors, administrators, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against the Company by any third party due to or arising out of or in connection with your use of this site.

### **Prohibited Conduct**

The following activities are strictly prohibited: • Spamming, advertising, soliciting or political campaigning • Personal attacks on or abuse of any members, moderators, or administrators of a forum • Postings for any unlawful or fraudulent purpose (including links) • Posting of personal information (for yourself or anyone else) • Phishing • Posting materials containing viruses or other malicious or destructive code • Posting of offensive content including profanity, obscenity, racist or pornographic material • Posting of any materials that are defamatory or infringe any person's rights • Attempt to gain unauthorized access to any portion of this site

### **No Commercial Use**

You agree that you will use our site only for your personal consumption and that you shall not exploit our site or any of its contents for any commercial purpose.

### **Links**

Certain links, including hypertext links, in our site will take you outside our site. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked site, its operator or its content. We are not responsible for the content of any site outside our site.

You may not link to this site from another website unless you comply with the following guidelines and obtain our consent in writing in advance (the granting of which may be subject to further conditions):

- links must be to the homepage of the Website at [•];
- you may not create a frame or any other border around the site;

the site from which you wish to link must comply with all relevant laws and regulations and must not contain content which may be considered to be distasteful or offensive; and you must not imply that we endorse or are associated with any other website, product or service.

You are not entitled (nor will you assist others) to set up links from your own websites to the site (whether by hypertext linking, deep-linking, framing, toggling or otherwise) without our prior written consent, which we may grant or withhold at our absolute discretion.

### **Privacy**

This site may collect personal information from some Users. Because the Company respects the privacy of its Users and their personal information, it has established its Privacy Policy to protect your personal information.

### **Communications**

When you visit our site or send us an email, our responses to your communications will be by e-mail. All agreements, notices and communications that we provide to you by email will satisfy all legal requirements that they be in writing and delivered to you. The Company will have the right to disclose any email sent by a User, or any objectionable material, to comply with legal process or to protect the rights or property of the Company, its customers, suppliers and Users.

### **Proprietary Rights**

#### Copyright

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(either in whole or in part or in a modified or edited form) any material you up-load or post to our site (whether to a bulletin board or otherwise). You acknowledge and agree that such material is not up-loaded or posted subject to any obligation of confidence.

### Trademark

The Company is the proprietor of its respective trademarks in India and other countries. All other trademarks, product names and company names or logos used in our site are our property or that of their respective owners. No permission is given by us in respect of the use of any such trademarks, get-up, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

### **Violation of these Terms of Use**

The Company may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of this site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) the Company's rights or property, or the rights or property of visitors to or users of this site, including the Company's customers. The Company reserves the right at all times to disclose any information that the Company deems necessary to comply with any applicable law, regulation, legal process or governmental request. The Company also may disclose your information when the Company determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes. You agree and acknowledge that the Company may preserve any transmittal or communication by you with the Company through this site or any service offered on or through this site, and may also disclose such data if required to do so by law or the Company determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of the Company, its employees, users of or visitors to this site, and the public. You agree that the Company may, in its sole discretion and without prior notice, terminate your access to this site and/or block your future access to this site if the Company determines that you have violated these Terms of Use or other agreements or

guidelines which may be associated with your use of this site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and you consent to the Company obtaining any injunctive or equitable relief that the Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the Company may have at law or in equity. You agree that the Company may, in its sole discretion and without prior notice, terminate your access to this site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of this site or any service offered on or through this site, or (4) unexpected technical issues or problems. If the Company does take any legal action against you as a result of your violation of these Terms of Use, the Company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company. You agree that the Company will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

### **Applicable Law and Jurisdiction**

These Terms of Use (and any dispute, controversy, proceedings or claim of any nature whatsoever arising out of or in any way relating to them or their formation) shall be governed by and interpreted in accordance with Indian law and, for these purposes, the parties irrevocably submit to the exclusive jurisdiction of the Courts of Mumbai, India.

### **Unenforceability**

The enforceability or otherwise of any provisions of these Terms of Use shall not affect the enforceability of the rest of these Terms of Use.