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1. Consent

Accessing, browsing, downloading data/information or otherwise using the Website indicates your agreement to all the terms and conditions under these Terms. You are advised to read these Terms carefully before proceeding. By impliedly or expressly accepting these Terms, you also accept and agree to be bound by all Company's policies, including but not limited to its Privacy Policy as amended from time to time.

2. Eligibility

Any person under the age of 18 shall not access/use the Website. If a minor wishes to use the Website, such use may be made by the minor's legal guardian or parents on the Website. Any minor accessing, using the Website in violation of these Terms shall be doing so at their own risk and Company shall not be responsible or liable for any activities or interactions of such minor on the Website. Company reserves the right to refuse to provide such person with access to the Website if it is brought to Company's notice or if it is discovered that such person is not eligible to use the Website.

This Website is not intended for users located in the European Union. If you are residing in the European Union, please do not proceed further on this Website. Please note that any continued use of this Website shall constitute a waiver of your rights under the EU's General Data Protection Regulations.

3. Use of the Website

You agree, undertake and covenant that, during the use of the Website, you shall not host, display, upload, modify, publish, transmit, update or share any information that:

- 3.1. belongs to another person or entity and to which you do not have any rights.
- 3.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another person's privacy, hateful or racially or ethnically objectionable, or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever.
- 3.3. is misleading in any way.
- 3.4. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".
- 3.5. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity.
- 3.6. provides instructional information about illegal activities such as violating someone's privacy, or providing or creating computer viruses.
- 3.7. tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, or other areas of the Website or personally identifying information for commercial or unlawful purposes from other users of the Website.
- 3.8. engages in commercial activities without Company's prior written consent such as engages in contests, sweepstakes, barter, advertising etc.
- 3.9. interferes with any other person accessing the Website.
- 3.10. refers to any website or URL that, in Company's sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms.
- 3.11. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.

3.12. contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, diminish value of, covertly intercept or steal any system, data or personal information.

4. Intellectual Property Rights

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4.2. Through your use of the Website, by no means are any rights impliedly or expressly granted to you in respect of such Content. Company reserves the right to change or modify the Content from time to time at its sole discretion.

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4.4. Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Company owns all intellectual property rights to and into the trademark "Company", and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

4.5. Except as expressly provided herein, you acknowledge and agree that you shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from Company or third party owner of such Content as the case may be.

5. Use of Content

Except as expressly indicated to the contrary in these Terms, Company hereby grants you a non-exclusive, revocable and non-transferable right to view the Content available on the Website, subject to the following conditions:

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5.3. You may not distribute or sell, rent, lease, license or otherwise make the Content available on the Website available to others; and

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6. Confidentiality

As elaborated under the Privacy Policy, Company will keep all confidential information confidential, including your personal and business information, and shall not disclose it to anyone except as provided in the Privacy Policy, and shall ensure that such confidential information is protected with security measures and a degree of care that it would apply to its own confidential information. The Company acknowledges that its employees, directors, agents and contractors shall use the confidential information only for the intended purpose for which it is provided. Company shall use all reasonable endeavours to ensure that its employees, directors, agents and contractors acknowledge and comply with the provisions of these Terms of confidentiality as if such person was subject to these Terms of confidentiality.

7. Privacy

Please review our Privacy Policy, which also governs your visit to the Website, to understand our practices. The personal information / data provided to us by you during the course of usage of the Website will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the Website.

8. Links to Third Party Websites

The Website may contain links and interactive functionality interacting with the websites of third parties. The Company is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Before enabling any sharing functions to communicate with any such website or otherwise visiting any such website, the Company strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website.

9. Non-Disparagement

The user/influencer shall not make any oral or written statement about the company or its clients, which is intended or reasonably likely to disparage the company, their clients, their associates, affiliates, employees or otherwise degrade the company's or its client's reputation or goodwill in the business or any related industry.

10. Indemnity

You shall indemnify and hold harmless the Company, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any and all claims or demands, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms, Privacy Policy and other policies, or your violation of any law, rules or regulations or the rights (including infringement of any intellectual property rights) of a third party.

11. Disclaimer of Warranties

THE WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE (COLLECTIVELY, THE "**CONTENTS**") ARE PROVIDED BY COMPANY ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, THE ACCURACY OR COMPLETENESS OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION. COMPANY SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENT OR INFORMATION. YOU EXPRESSLY AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEBSITE OR THE CONTENTS INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULL EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE WEBSITE AND ITS CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

12. Limitation of Liability

IN NO EVENT SHALL COMPANY, ITS DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SECURE SERVERS AND/OR ANY AND ALL PERSONAL AND/OR BUSINESS AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE

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SUBJECT TO THE ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, THE MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR EQUITY) OF COMPANY VIS-À-VIS ANY USER OF THE WEBSITE, REGARDLESS OF THE FORM OF CLAIM, SHALL BE LIMITED TO THE AGGREGATE OF TRANSACTION AMOUNT PAID BY THE USER TO COMPANY, WHICH GIVES RISE TO SUCH CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

13. Governing Law and Dispute Resolution

These Terms shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall exclusively be in New Delhi, India. In the event of any dispute arising out of these Terms the same shall be settled by a binding arbitration conducted by a sole arbitrator, appointed jointly by both parties and governed by the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi, India. All arbitration proceedings shall be conducted in English language.

14. Our details:

Write to us on contact@luxevalimited.com; or indicate your consent or withdrawal of your consent to receiving our newsletter, marketing communications, interest-based advertising, cross-app advertising, statistical identification and cross-device targeting by clicking on the "Unsubscribe" link in communications which you receive from us.

15. Grievance Redressal:

In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Manan Jain

Address: Ground Floor, RMZ Infinity, Plot No.15, Udyog Vihar Phase-IV, Gurugram, Haryana-122015

Cell: 9667853399

E-mail: contact@luxevalimited.com

If you wish to make a complaint regarding any violation of these Terms, you may send a written complaint to the Grievance Officer, who shall redress the complaint in accordance with the provisions of the Information Technology Act, 2000 and Rules made thereunder.