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Accessing, browsing 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 Luxeva's policies, including but not limited to its Privacy Policy as amended from time to time.

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Use of the Website is available only to persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, undischarged insolvents and persons of unsound mind are not eligible to use the Website. Any person under the age of 18 shall not register on the Website and shall not transact on or use the Website. If a minor wishes to use or transact on the Website, such use or transaction may be made by the minor's legal guardian or parents on the Website. Any minor accessing, using or transacting on the Website in violation of these Terms shall be doing so at their own risk and Luxeva shall not be responsible or liable

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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:

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4.2. 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.

4.3. is misleading in any way.

4.4. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".

4.5. 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.

4.6. provides instructional information about illegal activities such as violating someone's privacy, or providing or creating computer viruses.

4.7. 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 solicits passwords or personally identifying information for commercial or unlawful purposes from other users of the Website.

4.8. engages in commercial activities without Luxeva's prior written consent such as engages in contests, sweepstakes, barter, advertising etc.

4.9. interferes with another user's use of the Website.

4.10. refers to any website or URL that, in Luxeva'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.

4.11. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.

4.12. 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.

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#### 11. Indemnity

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#### 14. 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.

#### 15. Our details:

Write to us on [hello@luxeva.com](mailto:hello@luxeva.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.

#### 16. 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: Saurabh Malani

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

Cell: 09818123877

E-mail: [hello@luxeva.com](mailto:hello@luxeva.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.