

# TERMS OF USE

The following Terms of Use govern your (hereinafter referred to as "you/ user") use of this website of Lyconet Marketing India Private Limited, a company registered under Companies Act 2013, bearing company registration number: U74140DL2015FTC280270 and having its registered office at A288, 1st Floor, Defence Colony, New Delhi-110024, India (hereinafter referred to as "Lyconet/we/us"). For persons who are Lyconet Marketers, along with these Terms of Use, the respective agreement concluded with Lyconet, together with any additional contract documents also apply. Users of this website agree to these Terms of Use and agree that Lyconet cannot be held liable for the use of this website. Lyconet may modify and amend these Terms of Use from time to time by updating them. Upon such an amendment Lyconet will notify you/ user by publishing the amendments on the website and it is your/user's responsibility to apprise yourself/ himself of the most current version of the Terms of Use. We urge you to regularly visit the website to view the most current version of the Terms of Use. Your continued use of the website, following amendments to the Terms of Use, will constitute your acceptance of those changes.

These Terms of Use form an electronic record under the Information Technology Act, 2000 and the rules made thereunder and does not require any physical or digital signatures. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE BROWSING, USING OR REGISTERING ON THE WEBSITE OR ACCESSING ANY MATERIAL, INFORMATION OR SERVICES THROUGH THE WEBSITE. YOUR USE OF THE WEBSITE OR THE SERVICES PROVIDED BY THE WEBSITE WILL SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS OF USE.

## Eligibility of Use:

1. The website is not available to natural persons who are "incompetent to contract", within the meaning of the Indian Contract Act 1872 including minors i.e. below the age of eighteen, un-discharged insolvents, of unsound mind or to any users suspended or removed by Lyconet, for any reason whatsoever.
2. Notwithstanding sub-clause 1 above, if you are below the age of eighteen (18) years, you may browse the website through your legal guardian, in accordance with applicable laws.
3. Users who do not conform to the above qualification will not browse/access/use the website. Further, upon browsing/accessing/using the website, the user represents that he/she fulfils the qualifications as set out by the Indian Contract Act 1972, to form a binding contract and meets the eligibility criteria set out in this clause.

## Use of Website:

The website is a platform that promotes the Lyconet Marketing Programme that Lyconet operates.

Lyconet exercises due diligence and makes every effort to present correct and up-to-date information on this website. Lyconet gives no guarantee with respect to the accuracy and nature of the content, details and information on this website. Further, Lyconet is not responsible for any third-party material that is put on the website. Users of this website agree that access to and any use of this website and its contents is at their own risk. Lyconet shall not be liable for any damage resulting from access to, use of, or the inability to use this website, or for any errors or omissions herein.

All image, text, and audio files, as well as animations, videos, etc., and all other content/ components of this website are proprietary information and protected by intellectual property laws, whether registered or unregistered including copyright, trademark, patent and usage rights (right to use work and permission to use work) and may not, in whole or in part, be distributed, downloaded, altered, amended, copied, extracted, made derivative work of, reused, redirected, or otherwise used or exploited without prior express written permission from Lyconet. In the internal download area, these files may be used only for private use and the user will in no way exploit these commercially. These restrictions apply regardless of whether the content on the website or any part thereof are provided for a fee or free of charge. Violations of these restrictions may result in legal consequences, including without limitation under intellectual property rights and competition law.

The user agrees that Lyconet may, at any time, modify or discontinue all or part of the website, and change or modify these Terms of Use. Lyconet also reserves the right to exclude persons from the service and/or delivery where appropriate, if there are good reasons for doing so.

By accessing or using the website, user may be exposed to third party content that may be offensive, indecent or otherwise objectionable or unlawful. You acknowledge and agree that, although Lyconet exercises due diligence as required under the Information Technology Act 2000 and the rules made thereunder, it cannot control such third-party content. Accordingly, Lyconet disclaims all liabilities arising in relation to such offensive or unlawful content on/through the website. Further, we urge you to report such offensive or unlawful content to our Grievance Officer, whose details are provided below in these Terms of Use, so that Lyconet may immediately take appropriate action and measures. Lyconet shall not be liable for any illegal/ unlawful activities or information that are made available

through electronic referrals which lead from this website to other websites of the World Wide Web, and for those contents provided by persons in contact exchanges in our forums unless it has actual knowledge of the same, and only if Lyconet does not act immediately to remove such information or block access to it, despite having knowledge of the same. Discriminatory, offensive, morally objectionable, or unlawful content can be removed by Lyconet at any time.

You/user undertake that you will, at all times while accessing/ browsing/ using the website, ensure full compliance with the applicable provisions of the Information Technology Act 2000 and rules made there under, and other applicable laws.

If the website allows you/user to post and upload any material on the website, you/user will do it only as allowed under the Information Technology Act 2000, the rules made there under and other applicable laws and undertakes not to:

- a. Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
- b. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with person or entity;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword;
- d. Upload files that contain software or other material protected by applicable intellectual property laws, unless the User owns or controls the rights thereto or has received all necessary consents or involve the sale of counterfeit or stolen items;
- e. Upload or distribute files that contain any computer contaminant or software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the website or any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate the website or any system, data or personal information;
- f. Engage in any activity that interferes with or disrupts access to the website or the services (or the servers and networks which are connected to the website);
- g. Do or cause to be done any act that destroys, deletes or alters any information residing in the Website or diminish its value or utility or affect it injuriously by any means;
- h. Attempt to gain unauthorized access to any portion or feature of the website, any other systems or networks connected to the website, by hacking, password mining or any other illegitimate means;
- i. Conduct or forward pyramid schemes, junk mails, chain letters or unsolicited mass mailing or spamming;
- j. Disrupt or interfere with the security of, or otherwise cause harm to the website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;
- k. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- l. Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that:
  - i. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act 1986;
  - ii. harms minors in any way;
  - iii. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
  - iv. belongs to another person and to which You do not have any right;
  - v. infringes any patent, trademark, copyright or other proprietary rights;
  - vi. violates any law for the time being in force;
  - vii. deceives or misleads the addressee/ other Users about the origin of such messages;
  - viii. is grossly offensive or menacing in character;
  - ix. which you know is false, but for the purpose of causing annoyance or inconvenience, danger, obstruction, insult, injury, criminal intimidation, enmity, hatred or ill will;

m. Insert or attach any code, device, technology or product to the website or materials including, without limitation, those that monitor the website or its users, or interferes with another user's access to the website or the proper operation of the website, or otherwise causes harm/negatively impacts the website, other users or Lyconet;

n. Steal, conceal, reverse engineer, destroy, delete, decompile, disassemble, reverse assemble, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or cause any person to steal, conceal, reverse engineer, destroy, delete, decompile, disassemble, reverse assemble, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any website source code, or object code or any software or other information, products, services, or processes accessible on/through the website;

o. The user will not interfere with or circumvent any security feature of the website or any feature that restricts or enforces limitations on use of/ access to the website. The user will not provide assistance to any third party to facilitate access to any computer, computer system or computer network, in contravention with the Information Technology Act 2000 and rules or regulations made thereunder;

p. Use the website or any material or content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of Lyconet, its affiliates, the Lyconet Marketers or other third parties; and

q. Violate these Terms of Use or any applicable laws or regulations for the time being in force within or outside India.

You/user agree that you are solely responsible for any breach of obligations under these Terms of Use and for the consequences arising therefrom (including any loss or damage which Lyconet, its affiliates, the Lyconet Marketers or any other users may suffer) and will keep Lyconet indemnified for the same.

Lyconet attaches great importance to the careful and confidential use of personal data. If the Internet site contains the possibility of entering personal or business data (e-mail addresses, names, addresses), this data is disclosed by the users on an expressly voluntary basis.

You/user hereby acknowledge and undertake that you have read and fully understood the Data Privacy Statement of Lyconet, available on the website, in respect of the data related to the access/use of the website. You further declare that the terms and contents of such Data Privacy Statement are acceptable to you/user.

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer is published herewith:

Ms. Krati Mehrotra

Lyconet Marketing India Private Limited  
A288, 2<sup>nd</sup> Floor, Defence Colony  
New Delhi-110024, India

Telephone: 0091 11 40056250

E-mail: [grievanceofficer.in@lyconet.com](mailto:grievanceofficer.in@lyconet.com)

In case of you/ user have any concerns or grievances with respect to the website or the information or content or material therein or these Terms of Use or the Data Privacy Statement, or if there has been a violation of these Terms of Use and/or the Data Privacy Statement or any applicable laws, we urge you/ user to reach out to the Grievance Officer at the contact details mentioned above. In such circumstances, Lyconet will endeavour to revert to you at the earliest opportunity and redress your complaint within one month. We will also be happy to answer any further questions regarding these Terms of Use or Data Privacy Statement, which you may send to the Grievance officer through email.

## **DISCLAIMER**

1. The website and the information, content and other material provided therein are provided by Lyconet on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Lyconet Marketing India Private Limited assumes no responsibility for the up-to-datedness, correctness, completeness, reliability, legality and/or quality of the information provided. This also applies to all products and services offered on this website, including the product descriptions, prices, and information provided about the contractual partners of Lyconet. Lyconet makes no representation or warranties about whether the website will meet your expectations/ requirements or whether the use of the website will be uninterrupted, timely, secure or error-free as technical errors and/or maintenance work, as well as other causes (such as a re-launch of the website etc.) may result in shorter or longer disruptions to access of the website. Lyconet assumes no liability for the usability and accessibility of the website. Liability claims against Lyconet regarding damage of a material or intangible nature (such as lost profits, frustrated expenses, damages due to data loss, unjust enrichment claims, legal fees, or contract execution fees) that are caused by the use of the information provided or by the use of incorrect and incomplete information are basically excluded unless

Lyconet has proven to be intentionally or grossly negligent. No advice or information obtained by you/user from the website, will create any warranty, representation or guarantee from Lyconet not expressly stated in these Terms of Use. All offers are subject to change and non-binding. Lyconet expressly reserves the right to modify, amend, or delete parts of the website or the entire offer without special notification or to cancel the publication in part or completely.

2. Furthermore, Lyconet is not responsible for hyperlinks and their content. Lyconet assumes no responsibility for the up-to-dateness, correctness, completeness, reliability, legality, or quality of the hyperlinks. All liability shall fall upon the provider of the linked website. Lyconet has no influence on the current and future design, content, or authorship of hyperlinks. For this reason, Lyconet hereby expressly dissociates itself from the content of all hyperlinks, including any changes that are made to the content after the link has been established, and from external entries in guestbooks, discussion forums, and mailing lists set up by Lyconet. A permanent content check of the linked websites is unreasonable without concrete indications of an infringement, but infringements will be removed immediately upon notification of the same to Lyconet. The advertisements or promotional material, if any, made available on or through the website, with respect to the products and/or services of third parties, are for information purposes only and Lyconet will not be held responsible for the accuracy of their content.

3. This website may be used only for information purposes and for purposes of the Lyconet Marketing Programme as provided in these Terms of Use. The entire content of this website is protected by applicable copyright and intellectual property laws. This applies regardless of whether the content is made available for a fee or free of charge. Any reproduction, use, rental, loan, publication, or any other type of use or exploitation is not permitted without the express written consent of Lyconet. A violation of this prohibition can lead to legal consequences, in particular on the basis of trademark, copyright, and competition regulations. Lyconet expressly reserves all copyright, trademark, and usage rights (right to use work and permission to use work) to this website.

4. This disclaimer is to be regarded as part of the website. Should parts or individual wordings of this text not, no longer, or not completely correspond to the applicable legal situation, this shall have no effect on the content and validity of the other parts of the document.

5. Furthermore, Lyconet shall not be liable for user-generated content that is distributed on its website. Lyconet shall not be liable for damages caused by these contents. Anyone who writes comments/reviews of any kind whatsoever on the website shall be liable for his/her contribution himself as the author. In the event of the infringement of legal rights of third parties, the originator of such infringements shall fully indemnify and hold Lyconet completely harmless. Lyconet reserves the right to delete any content of which we are aware that is illegal, offensive to common decency, or otherwise detrimental to the reputation of Lyconet; in such cases, claims cannot be made against Lyconet.

Lyconet will have no liability related to use / third party information or content or material, whether arising under intellectual property rights, libel, privacy, publicity, obscenity or any other laws, that may be displayed on or accessed through the website. Lyconet also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user/ third party information or content or material.

6. In no event will Lyconet, its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, or licensors be liable to you/user for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind, including lost revenues or profits, loss of business, or loss of data, in any way related to the website or the information or content or material therein or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies on or through the website, including without limitation as a result of breach of any provisions of these Terms of Use.

7. The limitations and exclusions in this section apply to the maximum extent permitted by applicable law.

### **Indemnification**

You/user agree to indemnify, defend and hold harmless Lyconet, its subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees, from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Lyconet that arise out of, result from, or may be payable by virtue of any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you/user, pursuant to these Terms of Use.

Further, you/user agree to hold Lyconet harmless against all claims made by any third party due to, or arising out of, or in connection with your use of the website or your violation of these Terms of Use or of any rights of another, including any intellectual property rights.

### **Governing Law:**

The use of the website, transactions entered into on or through the website, these Terms of Use and the relationship between you/user and Lyconet will be governed in accordance with the laws of the Republic of India.

You/user agree that all claims, differences and disputes arising under or in connection with or in relation to the website or any transactions entered into on or through the website or these Terms of Use or the relationship between you/user and Lyconet will be subject to the exclusive jurisdiction of the courts at New Delhi and you/ user hereby accedes to and accepts the jurisdiction of such courts.

**Notice:**

All notices by Lyconet to you/user will be served by email or by general notification on the website. Any notice provided to Lyconet pursuant to these Terms of Use should be sent via email at: [india@lyconet.com](mailto:india@lyconet.com) or through registered post to:

Lyconet Marketing India Private Limited  
A288, 2nd Floor, Defence Colony,  
New Delhi-110024, India

**Severability:**

If, for any reason, a court of competent jurisdiction finds any provision of these Terms of Use or portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision and the remainder of the Terms of Use will continue in full force and effect.