### **Metonymy LLP**

## **General User Agreement (Terms of Use)**

The full-fledged marketplace is available as a mobile application under the domain name: <a href="https://e-yugam.com/">https://e-yugam.com/</a> (hereinafter referred to as "E-Yugam") which is developed, owned and operated by Metonymy LLP, a limited liability partnership, incorporated under the Limited Liability Parentship Act, 2008 with its registered office at B - 402, Mahakaleshwar Link Road, Kandarpada, Dahisar, Dahisar, Mumbai, Maharashtra, India, 400068 (hereinafter referred to as the "Entity").

The E-Yugam website <a href="https://e-yugam.com/">https://e-yugam.com/</a> (hereinafter referred to as "Website") is only a secondary platform for User registration, and offers limited options related to the marketplace such as registration form, marketplace policies etc. For buying and selling from the marketplace, You need to download the E-Yugam mobile app through iOS Appstore or Android Playstore application and these Terms of Use govern Your use of E-Yugam, regardless of the means of access. Further, the website <a href="https://metonymytech.com/">https://metonymytech.com/</a> belongs to the Entity which develops and owns the E-Yugam mobile application and the website.

For the purpose of these Terms of Use, wherever the context so requires "**You**" or "**User**" shall mean any natural or legal person who has agreed to use the E-Yugam mobile application and / or the Website, and/or become a buyer or a seller by providing registration data while registering on the Website as a registered user using the computer systems. The term "**We**", "**Us**", "**Our**" shall mean the Entity.

E-Yugam is the marketplace that provides buying and selling services and the Entity provides related services to You subject to the notices, terms, and conditions set forth in this agreement (the" Agreement" or "Terms of Use"). In addition, when You use any service on E-Yugam and/or the Website (e.g., customer reviews), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into this Agreement by reference. By mere use of E-Yugam and the Website, You shall be contracting with the Entity and these terms and conditions including the policies constitute Your binding obligations, with Entity. The Entity reserves the right to change E-Yugam and the Website and these Terms of Use at any time without any advance notice. You are requested to regularly review the Terms of Use as available on E-Yugam and the Website. Your relationship with the Entity, E-Yugam and the Website will be governed by the most current version of these Terms of Use, as published E-Yugam and on the Website. The Entity retains the right to deny access to anyone who we believe has violated any of these Terms of Use. If You are under 18 years of age, You may use E-Yugam and the Website only with involvement of a parent or guardian. These Terms of Use form a binding Agreement between the Entity and the User of E-Yugam within the scope of Section 10A of the Information Technology Act, 2000 read with the Indian Contract Act, 1872.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, SO PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.

#### **Platform for Transaction and Communication**

E-Yugam is the primary platform for transaction and communications that Users utilize to either purchase or sell the products and/or services, as the case may be, for their respective transactions. Entity is only a facilitator between the relevant Users who may be either a seller or a buyer. The Entity shall not be held

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liable and accountable in any manner for any transactions between the respective Users in relation to the concerned products and/or services. Accordingly, such contract of sale for either the products and/or services, as the case may be, on E-Yugam shall strictly be a contract between the relevant Users. The Users will be utilizing our services on E-Yugam, which shall be subject to the Terms of Use.

#### Henceforward:

- 1. All commercial/contractual terms are offered by and agreed to between buyers and sellers alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and services and after sales services related to products and services. Except where we are the seller of the relevant product on E-Yugam, the Entity does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between the buyers and sellers.
- 2. Entity does not make any representation or warranty as to specifics (such as quality, value, salability, etc) of the products or services proposed to be sold or offered to be sold or purchased on E-Yugam. Entity does not implicitly or explicitly support or endorse the sale or purchase of any products or services on E-Yugam. Entity accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
- 3. Entity is not responsible for any non-performance or breach of any contract entered into between buyers and sellers. The Entity cannot and does not guarantee that the concerned buyers and/or sellers will perform any transaction concluded on E-Yugam. Entity shall not and is not required to mediate or resolve any dispute or disagreement between two or more Users.
- 4. The Entity does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on E-Yugam and use Your best judgment in that behalf.
- 5. The Entity does not at any point in time during any transaction between buyer and seller on E-Yugam come into or take possession of any of the products or services offered by seller nor does it at any point gain title to or have any rights or claims over the products and/or services offered by seller to buyer.
- 6. E-Yugam is only a platform that can be utilized by Users to reach a larger base to buy and sell products and/or services. The Entity only provides a platform for communication, and it is agreed that the contract for sale of any of the products and/or services shall be a strictly bipartite contract between the seller and the buyer.
- 7. Entity is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.
- 8. You shall independently agree upon the manner and terms and conditions of delivery, payment, insurance etc. with the seller(s) that You transact with.

**Contents Posted on E-Yugam**: You are entirely responsible for any notes, messages, e-mails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted E-Yugam or transmitted to us (collectively, "**Content**"). You agree that any Content You post may be used by Entity, consistent with our Privacy Policy and Rules of Conduct on Site as mentioned herein, and You are not entitled to any payment or other compensation for such use. Entity shall be entitled to, consistent with our Privacy Policy, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether

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now known or hereafter devised, including the creation of derivative works that may be included in the Content You provide.

## **Rules of Conduct on E-Yugam and Website**

- 1. You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.
- 2. Entity may review, edit, reject, refuse to post and/or delete any Content that in the sole judgment of Entity:
  - a. violates the Terms of Use,
  - b. may be offensive and / or illegal,
  - c. may violate the rights of another person or harm or threaten the safety of another person,
  - d. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature,
  - e. impersonate another person/s,
  - f. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and/or
  - g. 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.
- 3. Any information provided by You on the E-Yugam mobile app and / or the Website shall not be misleading in any way.
- 4. You may not post or transmit Content, if it in any way:
  - is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - b. harasses or advocates harassment of another person;
  - c. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming";
  - d. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
  - e. 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, other than for the purposes of the business of the Entity;
  - f. promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
  - g. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
  - h. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
  - i. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

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- j. contains video, photographs, or images of another person aged 18 or above without his or her express written consent and permission or those of any minor (regardless of whether You have consent from the minor or his or her legal guardian).
- k. tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable Codes of Conduct or End User Access and License Agreements) to the Site or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Site or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- I. engages in commercial activities and/or sales without Entity's prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the Site. Throughout this Terms of Use, the Entity's "prior written consent" means a communication coming from Entity's legal department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;
- m. solicits gambling or engages in any gambling activity which Entity, in its sole discretion, believes is or could be construed as being illegal;
- n. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful or deleterious components or devices;
- o. interferes with another User's use and enjoyment of the Site or any other individual's user and enjoyment of similar services; or
- p. refers to any websiste or URL that, in the sole discretion of Entity, contains material that is inappropriate for E-Yugam and the Website, contains content that would be prohibited on E-Yugam and the Website, or violates the letter or spirit of these Terms of Use.
- 5. You must use E-Yugam and the Website in a manner consistent with any and all applicable laws and regulations. Illegal and/or unauthorized uses of E-Yugam and the Website, including without limitation, collecting usernames and/or email addresses of registered members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to E-Yugam and the Website, are not permitted. This includes the unauthorized interception of the data stream coming from or going into E-Yugam and the Webite, as well as attempting to gain unauthorized access to E-Yugam and the Website or exceeding Your authorized access.
- 6. You may not engage in advertising to, or solicitation of, other users through E-Yugam and the Website to buy or sell any products or services, including, but not limited to, products or services related to E-Yugam. You may not transmit any chain letters or unsolicited commercial or junk email to other users via E-Yugam and the Website. It is also a violation of these Terms of Use to use any information obtained from E-Yugam and the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of E-Yugam and the Website without their prior explicit consent. In order to protect our users from such advertising or solicitation, the Entity reserves the right to restrict the number of messages or emails which a User may send to other users in any 24-hour period to a number which the Entity deems appropriate in its sole discretion.
- 7. You understand that Entity has the right at all times to disclose any information (including the identity of the persons providing information or materials on E-Yugam and the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and You hereby expressly authorize us to) disclose any information about You to law enforcement or other government officials, as we, in our sole discretion, believe necessary or

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- appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- 8. You acknowledge that there may be licenses/permissions required under the applicable laws to use, purchase or otherwise possess certain product(s) on the Website. You will be solely responsible for obtaining such licenses/permissions and complying with the terms of such licenses/permissions.
- 9. The Entity reserves the right, but has no obligation, to monitor the materials posted in the public areas of E-Yugam and the Website. Entity shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of the Terms of Use. Notwithstanding this right of Entity, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST IN THE PUBLIC AREAS OF E-YUGAM AND THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that Content posted in public areas of E-Yugam and the Website does not necessarily reflect the views of Entity. In no event shall Entity assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on E-Yugam and the Website.
- 10. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through E-Yugam, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. The Entity shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on E-Yugam.
- 11. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on E-Yugam and the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to Your use of E-Yugam and the Website, and that the recipient may use such information to harass or injure you. Entity does not approve of such unauthorized uses but by using E-Yugam and the Website You acknowledge and agree that Entity is not responsible for the use of any personal information that You publicly disclose or share with others on E-Yugam and the Website. Please carefully select the type of information that You publicly disclose or share with others on E-Yugam and the Website.
- 12. In addition to these Terms of Use, You will also ensure that You are in compliance with the terms and conditions of the third parties, such as bank offers terms and conditions, brand promotional offers, whose links, if any, are contained/embedded in the services.
- 13. The Entity shall have all the rights to take necessary action and claim damages that may occur due to Your involvement/participation in any way on Your own or through group/s of People, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

#### **User Warranties**

You hereby represent and warrant that:

- 1. You have all necessary rights in and to all Content You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.
- 2. Your use of E-Yugam and the Website and/or the services will not violate any applicable law or regulation.

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3. All information that is submitted to us by You is true, accurate and lawful;

If at any time, the information provided by You is found to be false or inaccurate, we will have the right to reject registration, cancel all orders, and restrict You from using E-Yugam and the Website and other affiliated services in the future without any prior intimation whatsoever.

### Selling

As a registered seller, You are allowed to list item(s) for sale on E-Yugam in accordance with the policies which are incorporated by way of reference in this Terms of Use. You must be legally able to sell the item(s) You list for sale on E-Yugam. You must ensure that the listed items do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties or violate any applicable laws. Listings may only include text descriptions, graphics and pictures that describe Your item for sale. All listed items must be listed in an appropriate category on E-Yugam. All listed items must be kept in stock for successful fulfilment of sales.

The listing description of the item must not be misleading and must describe actual condition of the product. If the item description does not match the actual condition of the item, You agree to refund any amounts that You may have received from the Buyer. You agree not to list a single product in multiple quantities across various categories on E-Yugam. Entity reserves the right to delete such multiple listings of the same product listed by You in various categories.

#### **Other Businesses**

Entity does not take responsibility or liability or warrant including but not limited to, the actions, products, content and services on E-Yugam, which are linked through including but not limited to affiliates and site using Entity's APIs. In addition, Entity provide links to the site of affiliated companies and certain other businesses for which, Entity is not responsible for examining or evaluating the products and/or services offered by them, and we do not warrant the offerings of, any of these businesses or individuals or the content of their website.

### Links

E-Yugam or the Website may contain links to other web site or You may be linked through other web site ("**Linked Sites**"). The Linked Sites are for Your convenience only and You access them at Your own risk. We are not responsible for the content of the Linked Sites, whether or not Entity is affiliated with sponsors of the sites.

We do not in any way endorse Linked Sites.

We welcome links to E-Yugam and the Website. You may establish a hypertext link on E-Yugam and the Website, provided that the link does not state or imply any sponsorship or endorsement of Your site by Entity. You must not use Your site or in any other manner any trademarks, service marks or any other materials appearing on E-Yugam and the Website, including any logos or characters, without the express written consent of the owner of the mark or materials. You must not frame or otherwise incorporate into another web site or present in conjunction with or juxtaposed against such a web site any of the content or other materials on E-Yugam and the Website without our prior written consent.

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### **Privacy**

Use of E-Yugam the Website is governed by our Privacy Policy, which can be located at [•].

### **Disclaimer Of Warranties and Liability**

E-Yugam and the Website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through E-Yugam are provided by Entity on an "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, Entity does not warrant and shall not be liable for:

- 1. The availability of or access to E-Yugam;
- 2. any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through E-Yugam;
- 3. any unauthorised access to or alteration of Your transmissions of sensitive personal information or other user data; or
- 4. any other matter relating to E-Yugam.

To the extent permitted by applicable law, the Entity is not liable against any loss, damage, expenses, liabilities, claim, injury caused due to the failure of performance, omission, defect of products, or deletion, interruption, error, delay, virus, communication, unauthorised access, theft, destruction, alteration or use of records on E-Yugam.

Entity does not warrant that E-Yugam and the Website; information, content, materials, product (including software) or services included on or otherwise made available to You through E-Yugam; their servers; or electronic communication sent are free of viruses or other harmful components. Further, we do not warrant that E-Yugam and the Website will be compatible with all hardware and software which is used by the User.

Nothing on E-Yugam and the Website constitutes, or is meant to constitute, advice of any kind.

None of our affiliates, directors, officials or employees shall be personally liable for any action in connection with E-Yugam and the Website or the services offered herein.

You will be required to enter a valid phone number while placing an order on E-Yugam. Subject to the terms of Section 43A of the Information Technology Act and the rules framed thereunder, Entity will not share such personal information with any third party. While availing any of the payment method/s offered by Entity, to the full extent as permitted by applicable laws, the Entity disclaims liability of whatsoever nature in respect of any loss or damage arising directly or indirectly to You out of the decline due to:

- 1. lack of authorization for any transaction/s,
- 2. or exceeding the preset limit mutually agreed by You and between Your "Bank/s",
- 3. or any payment issues arising out of the transaction,
- 4. or decline of transaction for any other reason/s.

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In no event, our aggregate liability, if any, that is proven and ordered by a court of competent jurisdiction pursuant to a claim by You, shall extend beyond the refund of money charged from You for purchases made pursuant to an order under which such liability has arisen and been established. Neither we nor our subsidiaries, affiliates, partners, or licensors will be liable for any indirect, special, punitive, incidental, or consequential damages of any kind (including lost profits) related to E-Yugam.

## Indemnity

You agree to defend, indemnify and hold harmless the Entity, its employees, directors, officers, agents and their successors and assigns, its holding, subsidiaries, affiliates, partners, or licensors from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon Your actions or inactions, which may result in any loss or liability to Us or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of Your obligations under the Terms of Use, or arising out of Your violation of any applicable laws. This clause shall survive the expiry or termination of the Terms of Use.

## **Applicable Law**

This Agreement shall be governed by and interpreted and construed in accordance with the laws of India.

The place of jurisdiction shall be in Mumbai. Jurisdictional Issues/Sale in India Only.

Unless otherwise specified, the material on E-Yugam is presented solely for the purpose of sale in India. Entity makes no representation that materials on E-Yugam are appropriate or available for use in other locations/countries other than India. Those who choose to access E-Yugam from other locations/countries other than India do so on their own initiative and Entity is not responsible for supply of goods/refund for the goods ordered from other locations/countries other than India, compliance with local laws, if and to the extent local laws are applicable.

### **Trademark, Copyright and Restriction**

E-Yugam is controlled and operated by Entity. All material on E-Yugam and the Website, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights that are owned and controlled by Us or by other parties that have licensed their material to us. Material on E-Yugam and the Website owned, operated, licensed or controlled by Us is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other web site or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

#### **Your Account**

You agree that any use on E-Yugam and the Website is at Your own risk and We are not responsible for it. You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your

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account or password. Products available for children under the age of 18 on E-Yugam, can be bought by adults.

## **Copyright complaint**

Entity respect the intellectual property of others. In case You feel that Your work has been copied in a way that constitutes copyright infringement You can write to us at [•].

### **Product Description**

Entity tries to be as accurate as possible. However, Entity does not warrant that product description or other content of E-Yugam is accurate, complete, reliable, current, or error-free. The sellers on E-Yugam and are primarily responsible for accurate description of the saleable product and/or services listed on their catalogue. The Entity on E-Yugam may edit/amend/modify the description, as necessary.

### **Pricing/Typographical error**

Pricing on the product and/or services is as it shows, however due to any technical issue, typographical error or product information received from our suppliers' prices of the product and/or services may vary. Entity will try to be accurate, however if You come across any difference in pricing on E-Yugam pre and post orders, we request You to contact us within  $[\bullet]$  ( $[\bullet]$ ) hours of placing Your order. Entity shall then refund the difference amount within  $[\bullet]$  business days of intimation. The mode of refund will be the same as at the time of placing the order and/or availing the services or as specified in the refund policy. [Cash on Delivery order refunds will be done by Cheque]. If Entity comes across any such difference in pricing, it has all the rights to rectify the same or cancel the order.

### **Amendment and waivers**

We reserve the right, in our sole discretion, to change/ alter/ modify these Terms of Use at any time by posting the changes on E-Yugam and the Website, without prior intimation to the User. Any revisions/amendments/modifications to the Terms of Use may be informed to all the Users via in app notifications or upon display on the Website. Further any changes are effective immediately upon posting to E-Yugam and the Website and Your continued use of E-Yugam and the Website thereafter constitutes Your agreement to all such modified Terms of Use. We may, with or without prior notice, terminate any of the rights granted by these Terms of Use. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing the use of E-Yugam and the Website.

No provision in these Terms of Use will be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by us. Our consent to, or waiver of Your breach, whether expressed or implied, will not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

#### Force majeure

We will not be held responsible for any delay or failure to comply with its obligations if the delay or failure arises from any cause which is beyond our reasonable control.

#### **Termination**

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- 1. The Terms of Use shall be effective from the date of their publication on E-Yugam and the Website. We reserve the right to terminate Your access to the Website in the event of breach of any terms contained in these Terms of Use, misrepresentation of information, any unlawful activity by You or if we are unable to verify or authenticate any information submitted by you.
- 2. You may terminate these Terms of Use at any time by requesting deletion of the user account at E-Yugam and/or the Website, provided that You discontinue any further use of the Website. However, any such termination shall not cancel Your obligation to pay for a product purchased on E-Yugam, or any other obligation which has accrued, or is unfulfilled and relates to the period, prior to termination.
- 3. Terms of Use become effective and applicable on the date of publishing on E-Yugam and the Website.

## **Entire Agreement**

You acknowledge and hereby agree to these Terms of Use and that it constitutes the complete and exclusive agreement between us concerning Your use of E-Yugam and the Website, and supersede and govern all prior proposals, agreements, or other communications.

# Relationship

Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, affiliation, joint venture or other form of joint enterprise between us.

### Severability

If any provision of these Terms of Use are held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision will be excluded from these Terms of Use and the remainder of these Terms of Use will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms; provided however that, in such event, these Terms of Use will be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

#### **REFUNDS & CANCELLATIONS**

Entity hopes that You never have to cancel or return a product and / or services, or both. At the same time, we would be there to help You whenever You do so due to certain circumstances. As a first step we are laying out our cancellation and return policy to take care of Your hassles on E-Yugam and Website, which can be located at [•].

**Applicable Law** This Agreement shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be in Mumbai.

**Jurisdictional Issues/Sale in India Only** Entity makes no representation that materials appearing on E-Yugam and Website are appropriate or available for use in other locations/countries other than India. Those who choose to access E-Yugam and Website from other locations/countries other than India do so on their own initiative and Entity is not responsible for any supply of goods/products to other locations/countries other than India, compliance with local laws, if and to the extent local laws are applicable.

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**Trademark, Copyright and Restriction**: E-Yugam and Website are controlled and operated by Entity. All material on E-Yugam and Website, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights that are owned and controlled by Us or by other parties that have licensed their material to Us. Material on E-Yugam and Website is owned, operated, licensed or controlled by Us is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other web site or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

**Grievance Office** Entity shall appoint a Grievance Officer and all queries with respect to the implementation and extent of the Terms of Use shall be directed to such a person. In the event you have any questions, concerns, grievances or queries regarding the Terms of Use you may contact [insert the name of the concerned person who shall be appointed by Entity in this regard] at [•]. The Grievance Officer at the time of constitution of Terms of Use is [•] and you may contact [him/her] at [•].

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