

TERMS & CONDITIONS

I. Acceptance of terms

1. These terms of use ("**Terms**") are created and set out by **JSL Lifestyle Limited**, a company registered under the Companies Act, 1956 and having its registered office at 48th K.M., Stone Delhi Rohtak Road, Village - Rohad, Tehsil - Bahadurgarh, District - Jhajjar, State - Haryana, Pin - 124507 and/or its affiliates, (hereinafter referred to as "**JSLL**", "**we**", "**us**", "**our**"). These Terms govern the use of the website www.arttdinox.com and any related mobile or software applications owned and operated by us, by 'you' as a User (*hereinafter defined*) in relation to the Services (*hereinafter defined*) provided by us. You are requested to read and understand these Terms before you proceed to use our Services.
2. By agreeing to use the Services of JSLL, you agree to be bound by these Terms and such conditions which JSLL may, from time to time, require you to comply with for the purposes of using the Services. This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. To the extent applicable, you also agree to be bound by the terms of use issued by any third party, whose services may be used by us in connection with our Services. However, JSLL shall not be liable in any manner to you in relation to the terms of use issued by such third parties. These Terms constitute a valid, binding and enforceable legal contract between you and JSLL. You have the discretion not to use the Services, and accordingly use of the Services by you, despite having the right and power to not use, shall be construed as your unconditional acceptance of the Terms. A User who uses the Services shall be presumed to be legally capable of entering into a legal contract (*such as being of the age of 18 (eighteen) years or older etc.*) and capable of understanding the Terms of Use and would be presumed to have voluntarily accepted the same.

These Terms are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the Arttd'inox Platform.

Please read these Terms carefully. By accessing or using the Arttd'inox Platform, you are agreeing to these Terms and concluding a legally binding contract with us. In order to use the Services, you must first agree to the Terms. You can accept the Terms by:

- Clicking to accept or agree to the Terms, where it is made available to you by Arttd'inox in the user interface for any particular Service; or
- Actually, using the Services and/or purchasing the Products on the Arttd'inox Platform. In this case, you understand and agree that Arttd'inox will treat your use of the Services as acceptance of the Terms from that point onwards.

By impliedly or expressly accepting these Terms, you also accept and agree to be bound by JSLL's policies (including but not limited to Privacy Policy (<https://www.arttdinox.com/policies>)) as amended from time to time.

II. Definitions

1. "**User**" or "**You**" or "**Your**" shall mean any natural or legal person who has agreed to become a buyer on the Arttd'inox Platform by providing Registration Data while registering on the Arttd'inox Platform as registered user using the computer systems. We do not allow the User to make purchases without registering on the Arttd'inox Platform.
3. "**Products**" shall mean the products listed on Arttd'inox Platform for sale.

4. **“Services”** your access to and use of the Artttd’inox Platform including but not limited to delivery of information via the Artttd’inox Platform whether existing now or in the future that link to the Terms.

III. General Understanding

1. By accepting to use the Artttd’inox Platform, you shall be eligible to avail the Services and purchase Products from the Artttd’inox Platform.
2. Artttd’inox shall list the Products on Artttd’inox Platform along with its price. The User, once it accepts these Terms, may use the Artttd’inox Platform to browse, select and place order for purchase of the Products from time to time.
3. Once the order for Products placed, Artttd’inox shall indicate the tentative delivery time on the Artttd’inox Platform and provide the User with a functionality to check for updates on the status of the order. The User shall be solely responsible to check for the availability of Products and the price of the Products prevailing at the time of placing order.

IV. Eligibility to use the Artttd’inox Platform

1. You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.
2. Compliance with Laws. You are in compliance with all laws and regulations in the country in which you live when you access and use the Artttd’inox Platform. You agree to use the Artttd’inox Platform only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third party(ies).

V. Changes to these Terms

JSLL may vary or amend or change or update these Terms, from time to time entirely at its own discretion. You shall be responsible for checking these Terms from time to time and ensure continued compliance with these Terms. Your use of Artttd’inox Platform after any such amendment or change in the Terms shall be deemed as your express acceptance to such amended/changed Terms and you also agree to be bound by such changed/amended Terms.

VI. Provision of the Services being offered by Artttd’inox

1. We, the software, or the software application store that makes the software available for download may include functionality to automatically check for updates or upgrades to the software. Unless your device, its settings, or computer software does not permit transmission or use of upgrades or updates, you agree that we, or the applicable software or software application store, may provide notice to you of the availability of such upgrades or updates and automatically push such upgrade or update to your device or computer from time-to-time. You may be required to install certain upgrades or updates to the software in order to continue to access or use the Artttd’inox Platform, or portions thereof (including upgrades or updates designed to correct issues with the Artttd’inox Platform). Any updates or upgrades provided to you by us under the Terms shall be considered part of the Artttd’inox Platform.
2. You acknowledge and agree that if JSLL disables access to your account, you may be prevented from accessing the Artttd’inox Platform, your account details or any files or other content, which is contained in your account.
3. You acknowledge and agree that while JSLL may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Artttd’inox Platform, JSLL may set such fixed upper limits at any time, at JSLL 's discretion.
4. JSLL reserves the right to charge subscription and/or membership fees from a User, by giving reasonable prior notice, in respect of any Product, Services or any other aspect of the Artttd’inox Platform anytime in future.

VII. Use of [--] Platform by User

You agree that you will not engage in any activity that interferes with or disrupts the Arttid'inox Platform (or the servers and networks which are connected to the Arttid'inox Platform). You shall not delete or revise any material or information posted by any other User(s), shall not engage in spamming, including but not limited to any form of emailing, posting or messaging that is unsolicited.

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:
 - (a) belongs to another person and to which You does not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (c) is misleading in any way;
 - (d) 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;
 - (e) harasses or advocates harassment of another person;
 - (f) involves the transmission of 'junk mail', 'chain letters', or unsolicited mass mailing or 'spamming';
 - (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - (h) 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];
 - (i) 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;
 - (j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
 - (l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - (m) contains video, photographs, or images of another person (with a minor or an adult).
 - (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Arttid'inox Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

(o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of 'virtual' products related to the Arttd'inox Platform.;

(p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;

(q) interferes with another User's use and enjoyment of the Arttd'inox Platform or any other User's enjoyment of similar services;

(r) refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Arttd'inox Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms.;

(s) harm minors in any way;

(t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;

(u) violates any law for the time being in force;

(v) deceives or misleads the addressee/Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(w) impersonate another person;

(x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel bots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

(y) 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.

(z) shall not be false, inaccurate or misleading;

(aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

(ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ('ISPs') or other suppliers;

2. You shall not use any 'deep-link', 'page-scrape', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Arttd'inox Platform or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Arttd'inox Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Arttd'inox Platform. We reserve our right to bar any such activity.

3. You shall not attempt to gain unauthorized access to any portion or feature of the Arttd'inox Platform, or any other systems or networks connected to the Arttd'inox Platform or to any server, computer, network, or to any of the services offered on or

through the Artttd'inox Platform, by hacking, password 'mining' or any other illegitimate means.

4. You shall not probe, scan or test the vulnerability of the Artttd'inox Platform or any network connected to the Artttd'inox Platform nor breach the security or authentication measures on the Artttd'inox Platform or any network connected to the Artttd'inox Platform. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Artttd'inox Platform, or any other customer, including any account on the Artttd'inox Platform not owned by You, to its source, or exploit the Artttd'inox Platform or any service or information made available or offered by or through the Artttd'inox Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Artttd'inox Platform.
5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms Artttd'inox Platform, or otherwise engage in any conduct or action that might tarnish the image or reputation, of Artttd'inox or sellers on platform or otherwise tarnish or dilute any Artttd'inox 's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Artttd'inox Platform or Artttd'inox 's systems or networks, or any systems or networks connected to Artttd'inox
6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Artttd'inox Platform or any transaction being conducted on the Artttd'inox Platform, or with any other person's use of the Artttd'inox Platform.
7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Artttd'inox Platform or any service offered on or through the Artttd'inox Platform. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
8. You may not use the Artttd'inox Platform or any 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 which infringes the rights of JSLL and/or others.
9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
10. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Artttd'inox Platform.

11. From time to time, you shall be responsible for providing information relating to the products or services if any proposed to be sold by You. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Users in any manner.
12. You shall not engage in advertising to, or solicitation of, other Users of the Artttd'inox Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Artttd'inox Platform or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Artttd'inox Platform. It shall be a violation of these Terms of Use to use any information obtained from the Artttd'inox Platform in order to harass, abuse or harm another person, or in order to contact, advertise to, solicit or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, we reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deem appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Artttd'inox Platform) 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 appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

We reserve the right, but have no obligation, to monitor the materials posted on the Artttd'inox Platform. JSLI 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 these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE Artttd'inox PLATFORM AND IN YOUR PRIVATE MESSAGES. Please be advised that such content posted does not necessarily reflect Artttd'inox 's views. In no event shall JSLI 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 the Artttd'inox Platform. You hereby represent and warrant that You have all necessary rights in and to all content which 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.

13. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Artttd'inox Platform, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We 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 the Artttd'inox Platform.
14. It is possible that other users (including unauthorized users or 'hackers') may post or transmit offensive or obscene materials on the Artttd'inox Platform 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 the Artttd'inox Platform, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Artttd'inox Platform You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Artttd'inox Platform. Please carefully select the type of information that You publicly disclose or share with others on the Artttd'inox Platform.

15. Artttd'inox 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).

VIII. Content

Ownership of Artttd'inox Content and Proprietary Rights

We are the sole and exclusive copyright owners of the Artttd'inox Platform and our content posted on Artttd'inox Platform ("**Content**"). We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the "IP Rights") associated with the Artttd'inox Platform and Content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You acknowledge that the Artttd'inox Platform contain original works and have been developed, compiled, prepared, revised, selected, and arranged by us and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of us and such others. You further acknowledge that the Artttd'inox Platform may contain information which is designated as confidential by Artttd'inox and that you shall not disclose such information without Artttd'inox 's prior written consent.

You agree to protect Artttd'inox 's proprietary rights and the proprietary rights of all others having rights in the Artttd'inox Platform during and after the term of these Terms and to comply with all reasonable written requests made by us or our suppliers and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the Artttd'inox Platform. You acknowledge and agree that Artttd'inox (or Artttd'inox 's licensors) own all legal right, title and interest in and to the Artttd'inox Platform, including any IP Rights which subsist in the Artttd'inox Platform (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Artttd'inox nothing in the Terms gives you a right to use any of Artttd'inox 's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of Artttd'inox or remove, conceal or obliterate any copyright or other proprietary notice or source identifier, including without limitation, the size, color, location or style of any proprietary mark(s). Any infringement shall lead to appropriate legal proceedings against you at appropriate forum for seeking all available/possible remedies under applicable laws of the country of violation. You cannot modify, reproduce, publicly display or exploit in any form or manner whatsoever any of the Artttd'inox 's Content in whole or in part except as expressly authorized by Artttd'inox

To the fullest extent permitted by applicable law, we neither warrant nor represent that your use of materials displayed on the Artttd'inox Platform will not infringe rights of third parties not owned by or affiliated with us.

Your License to Content

We grant you a personal, limited, non-exclusive and non-transferable license to access and use the Artttd'inox Platform only as expressly permitted in these Terms. You shall not use the Artttd'inox Platform for any illegal purpose or in any manner inconsistent with these Terms. You may use information made available through the Artttd'inox Platform solely for your personal, non-commercial use. You agree not to use, copy, display, distribute, modify, broadcast, translate, reproduce, reformat, incorporate into advertisements and other works, sell, promote, create derivative works, or in any way exploit or allow others to exploit any of Content in whole or in part except as expressly authorized by us. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Artttd'inox Platform, Content or our IP Rights.

Any violation by you of the license provisions contained in this Section may result in the immediate termination of your right to use the Artttd'inox Platform, as well as potential liability for IP Rights infringement depending on the circumstances.

IX. Privacy Policy

You represent that you have read understood and agreed to our Privacy Policy (<https://www.arttdinox.com/policies>). Please note that we may disclose information about you to third parties or government authorities if we believe that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process/notice served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the general public

X. Disclaimer of warranties, limitation of liability, and Indemnification

Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT THE ARTTD'INOX PLATFORM AND THE PRODUCTS AND SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE" AND THAT YOUR USE OF THE ARTTD'INOX PLATFORM SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARTTD'INOX, ITS GROUP COMPANIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, BRANCHES, SUBSIDIARIES, AND LICENSORS ("ARTTD'INOX PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE ARTTD'INOX PLATFORM INCLUDING MOBILE APPS AND YOUR USE OF THEM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ARTTD'INOX PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE ARTTD'INOX PLATFORM AND THE PRODUCTS AND SERVICES HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR COMPLETENESS OF THE SAME AND ASSUME NO RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ARTTD'INOX PLATFORM AND/OR CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE ARTTD'INOX PLATFORM, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE ARTTD'INOX PLATFORM, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE ARTTD'INOX PLATFORM THROUGH THE ACTIONS OF ANY THIRD PARTY, (VI) ANY LOSS OF YOUR DATA OR CONTENT FROM THE ARTTD'INOX PLATFORM AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ARTTD'INOX PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. THE ARTTD'INOX PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE ARTTD'INOX PLATFORM AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE ARTTD'INOX PLATFORM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ARTTD'INOX OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. UNLESS YOU HAVE BEEN EXPRESSLY AUTHORIZED TO DO SO IN WRITING BY ARTTD'INOX, YOU AGREE THAT IN USING THE SERVICES, YOU WILL NOT USE ANY TRADE MARK, SERVICE MARK, TRADE NAME, LOGO OF ANY COMPANY OR ORGANIZATION IN A WAY THAT IS LIKELY OR INTENDED TO CAUSE CONFUSION ABOUT THE OWNER OR AUTHORIZED USER OF SUCH MARKS, NAMES OR LOGOS.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE ARTTD'INOX PARTIES BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, AND/OR (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE ARTTD'INOX PLATFORM INCLUDING MOBILE APP, AND/OR (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, AND/OR (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, AND/OR (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE ARTTD'INOX PLATFORM BY ANY THIRD PARTY, AND/OR (VI) ANY LOSS OF YOUR DATA OR CONTENT FROM THE ARTTD'INOX PLATFORM, AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE ARTTD'INOX PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE ARTTD'INOX PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VIII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY, AND/OR (IX) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, AND/OR (X) LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE ARTTD'INOX PLATFORM, AND/OR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ARTTD'INOX'S REASONABLE CONTROL. IN NO EVENT SHALL THE ARTTD'INOX PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS.

Indemnification

You agree to indemnify, defend, and hold harmless the Arttd'inox Parties from and against any third party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with: (i) your unauthorized use of the Arttd'inox Platform, or Products or Services included or advertised in the Arttd'inox Platform; (ii) your access to and use of the Arttd'inox Platform; (iii) your violation of any rights of another party; or (iv) your breach of these Terms, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party. We retain the exclusive right to settle, compromise and pay, without your prior consent, any and all claims or causes of action which are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

XI. Payment

While availing any of the payment method(s) available on the Arttd'inox Platform, we will not be responsible or assume any liability whatsoever in respect to any loss or damage arising directly or indirectly to You due to:

Lack of authorization for any transaction(s), or

Exceeding the present limit mutually agreed by You and between 'Bank(s)',

Any payment issues arising out of the transaction, or

Decline of transaction for any other reason(s).

All payments made against the purchases/related services on Arttd'inox Platform by You shall be compulsorily in Indian Rupees acceptable in the Republic of India. The Arttd'inox Platform will not facilitate transactions in any other form of currency with respect to the purchases made on Arttd'inox Platform. Arttd'inox uses a third-party service provider to facilitate and collect payments ('Payment Facility') and Arttd'inox is not liable or responsible for any issue between You and such third-party service provider.

Before shipping/delivering your order to You, the Arttd'inox may request You to provide supporting documents (including but not limited to government-issued ID and address proof) to establish the ownership of the payment instrument used by You for your purchase. This is done in the interest of providing a safe online shopping environment to Our Users.

You have specifically authorized the service providers of Arttd'inox to collect, process, facilitate and remit payments and/or the Transaction Price electronically or through Cash on Delivery to and from other Users in respect of transactions through the Payment Facility. Your relationship with Arttd'inox is on a principal to principal basis and by accepting these Terms of Use You agree that Arttd'inox is an independent contractor for all purposes, and does not have control of, or liability for, the products or services that are listed on Website that are paid for by using the Payment Facility.

Payment Facility for User

- You, as a Buyer/User, understand that upon initiating a Transaction You are entering into a legally binding and enforceable contract with the Arttd'inox to purchase the products and/or related services from the Arttd'inox using the Payment Facility, and You shall pay the Transaction Price through Your Issuing Bank to the Arttd'inox using the Payment Facility.
- You, as a Buyer/User, may agree with the Arttd'inox through electronic communication and electronic records and using the automated features as may be provided by the Payment Facility on any extension/increase in the Dispatch and/or Delivery time and the Transaction shall stand amended to such extent. Any such extension/increase of Dispatch/Delivery time or subsequent novation/variation of the Transaction should be in compliance with Payment Facility Rules and Policies.
- You, as a Buyer/User, shall electronically notify the Payment Facility using the appropriate Arttd'inox Platform features immediately upon Delivery or non-Delivery within the time period as provided in Policies. Non-notification by You of Delivery or non-Delivery within the time period specified in the Policies shall be construed as a deemed Delivery in respect of that Transaction. In case of Cash on Delivery transactions, the User is required to confirm the receipt of products or services.
- You, as a Buyer/User, understand that the Payment Facility may not be available in full or in part for certain categories of products and/or services and/or Transactions as mentioned in the Policies and hence You may not be entitled to a refund in respect of the Transactions for those products and/or services
- Except for Cash on Delivery transactions, refunds, if any, shall be made at the same Issuing Bank from where Transaction Price was received.
- For Cash on Delivery transactions, refunds, if any, will be made via NEFT transfers to the accounts provided by the User (as per registration details provided by the User).
- Refunds shall be made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.
- For electronics payments, refunds shall be made through the source payment gateway by which the payment was made by User or any other manner as may be required by applicable law.

- Refunds shall be conditional and shall be with recourse available to Arttd'inox in case of any misuse by the User.

- Refund shall be subject to the User complying with Policies of the Arttd'inox as informed from time to time.

4. Arttd'inox reserves the right to impose limits on the number of Transactions or Transaction Price which Arttd'inox may receive on an individual Valid Credit/Debit/Cash Card, Valid Bank Account and such other infrastructure, or any other financial instrument directly or indirectly through the Payment Facility, payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an individual User during any time period, and reserves the right to refuse to process Transactions exceeding such limit.

5. Arttd'inox reserves the right to refuse to process Transactions by Users with a prior history of questionable charges including without limitation breach of any agreements by the User with Arttd'inox or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

6. Arttd'inox may do such checks as it deems fit before approving the receipt of/Users commitment to pay (for Cash on Delivery transactions) Transaction Price from the User for security or other reasons at the discretion of Arttd'inox. As a result of such checks, if Arttd'inox is not satisfied with the creditability of the User or genuineness of the Transaction/Transaction Price, it will have the right to reject the receipt of/the User's commitment to pay Transaction Price.

XII. Termination of your access to the Arttd'inox Platform

We may terminate your use of the Services and deny you access to the Arttd'inox Platform in our sole discretion for any reason or no reason, including your: (i) violation of these Terms; or (ii) lack of use of the Arttd'inox Platform. You agree that any termination of your access to the Arttd'inox Platform may be affected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and/or bar any further access to your account or the Arttd'inox Platform. If you use the Arttd'inox Platform in violation of these Terms, we may, in our sole discretion, retain all data collected from your use of the Services. Further, you agree that we shall not be liable to you or any third party for the discontinuation or termination of your access to the Arttd'inox Platform.

XIII. Cookies

In order to improve our Internet service to You, we will occasionally use a "cookie". A cookie is a small amount of data that our web server sends to your web browser when you visit certain parts of our Arttd'inox Platform. We use cookies to assist our understanding of your interest in our Arttd'inox Platform and to store and maintain user preferences. A cookie is not a computer program — it cannot read data from your computer, perform any action on your data, or embed any commands in your computer. While cookies are used to identify repeat visitors to a website, they do not contain any personally identifying information about you, such as your name, e-mail address, user ID, or password.

Cookies cannot gather any personal information about you other than information you provide voluntarily, such as the information you enter if you choose to register on the Arttd'inox Platform.

Most browser software lets you decide whether or not you want to allow cookies to be created. You can set your browser to notify you when a website sends a cookie to your computer. Most browsers also provide a way for you to remove cookies from your computer. If you tell your browser to deny cookies while you are visiting the Arttd'inox Platform, visit will be terminated for your protection.

XIV. General terms

Interpretation:

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provisions of these Terms.

Entire Agreement and Waiver:

The Terms, together with the 'Privacy Policy' and 'Guidelines and Policies', shall constitute the entire agreement between you and us concerning the Services. No failure or delay by us in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

Severability:

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

Partnership or Agency:

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and Arttd'inox and you shall have no authority to bind Arttd'inox in any form or manner, whatsoever.

Governing Law/Waiver:

These Terms shall be governed by the laws of India. The Courts of law at Delhi/New Delhi shall have exclusive jurisdiction over any disputes arising under this agreement.

For all Users: YOU MUST COMMENCE ANY LEGAL ACTION AGAINST US WITHIN ONE (1) YEAR AFTER THE ALLEGED HARM INITIALLY OCCURS. FAILURE TO COMMENCE THE ACTION WITHIN THAT PERIOD SHALL FOREVER BAR ANY CLAIMS OR CAUSES OF ACTION REGARDING THE SAME FACTS OR OCCURRENCE, NOTWITHSTANDING ANY STATUTE OF LIMITATIONS OR OTHER LAW TO THE CONTRARY. WITHIN THIS PERIOD, ANY FAILURE BY US TO ENFORCE OR EXERCISE ANY PROVISION OF THESE TERMS OR ANY RELATED RIGHT SHALL NOT CONSTITUTE A WAIVER OF THAT RIGHT OR PROVISION.

Carrier Rates may Apply:

By accessing the Arttd'inox Platform through a mobile or other device, you may be subject to charges by your Internet or mobile service provider, so check with them first if you are not sure, as you will be solely responsible for any such costs incurred.

Linking and Framing:

You may not frame the Arttd'inox Platform. You may link to the Arttd'inox Platform, provided that you acknowledge and agree that you will not link the Arttd'inox Platform to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Arttd'inox Platform effective immediately.