

TERMS OF USE

1. INTRODUCTION

- 1.1. THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.
- 1.2. THIS DOCUMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3(1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 THAT REQUIRES PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR ACCESS OR USAGE OF THIS WEBSITE.
- 1.3. The domain name www.plixxo.com (hereinafter referred to as the “**Website**”) is owned by Luxeva Limited, a company registered in England and Wales under the registration number 08384295 and having its registered office at 71 Queen Victoria Street, London EC4V4BE. The Website is an online portal run by Luxeva Limited through its wholly owned subsidiary Luxeva India Private Limited (“**PLIXXO**”). The Website is a platform for showcasing and posting various campaigns for brands which have tied up with PLIXXO, through which Influencers (hereinafter referred to as “**You**”) can participate in such promotional campaigns.
- 1.4. For the purpose of these Terms of Use (“**Terms**”), the term “**Influencer**” shall mean an Indian citizen who is resident of India and works towards marketing and promotion of brands on social media channels including, but not limited to, Instagram.

2. ACCEPTANCE OF TERMS

- 1.1. Please carefully read these Terms. In order to use the Website, you must first agree to the Terms. By accessing, browsing or otherwise using the Website, you are agreeing to these Terms and concluding a legally binding contract with PLIXXO. Accessing, browsing or otherwise using the Website indicates your agreement to all the terms and conditions under these Terms. You are advised to read these Terms carefully before proceeding.
- 1.2. You may not use the Website if you do not accept the Terms or are unable to be bound by the Terms. Your use of the Website is governed by these Terms and shall include the applicable policies which are incorporated herein by way of reference. By impliedly or expressly accepting these Terms, you also accept and agree to be bound by all policies of PLIXXO, including but not limited to its privacy policy (“**Privacy Policy**”), as amended from time to time.
- 1.3. As a condition of your access to and use of the Website, you agree that you will comply with all applicable laws and regulations when using the Website.
- 1.4. PLIXXO reserves the right, at its sole discretion, to change, modify, add or remove all or any part of these Terms, at any time without any prior notice to you. It is your sole responsibility to review these Terms periodically for updates or changes. Your

continued use of the Website following the posting of changes shall be deemed to mean that you accept and agree to the revisions. As long as you comply with these Terms, PLIXXO grants you a non-exclusive, non-transferable, limited privilege to access and use the Website.

2. MEMBERSHIP ELIGIBILITY

Use of the Website is available only to persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents and persons of unsound mind are not eligible to use the Website. Any person under the age of 18 shall not register on the Website and shall not transact on or use the Website. If a minor wishes to use the Website, such use or transaction may be made by the minor's legal guardian or parents on the Website. PLIXXO reserves the right to terminate any person's membership and/or refuse to provide such person with access to the Website if it is brought to PLIXXO's notice or if it is discovered that such person is not eligible to use the Website.

3. OPENING AN ACCOUNT

- 3.1. The Website allows very limited and restricted access for unregistered users.
- 3.2. In order to use the Website, as part of the registration process, you will be required to provide certain information and details, including an e-mail id and any other information deemed necessary by PLIXXO ("**Account**"). You hereby acknowledge that you will be fully responsible for all activities that occur under your Account.
- 3.3. While registering with the Website to use the Website, you shall not:
 - 3.3.1. create an Account for anyone other than yourself, unless such person's prior permission has been obtained;
 - 3.3.2. use an Account that is the name of another person with the intent to impersonate that person;
 - 3.3.3. use a name for the Account that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful; or
 - 3.3.4. create more than one Account on the Website.
- 3.4. You shall be responsible for maintaining the confidentiality and security of the password and for all activities that occur in and through your Account. PLIXXO and its affiliates / partners are not liable for any harm caused by or related to the theft of your ID, disclosure of your Account/ account information by you or your authorization to allow another person to access and use the Website using your Account. However, you may be liable to PLIXXO and its affiliates / partners for the losses caused to them due to such unauthorized use. In case of any misappropriation or unauthorised access of the Account you agree to communicate the same promptly to PLIXXO. Any response from PLIXXO regarding this will be sent to the e-mail address which was used at the time of sign up. You shall ensure that you exit from the Account at the end of each session.
- 3.5. You shall ensure that the account information provided by you is complete, accurate and up-to-date. In case you wish to update or correct the information provided by you,

you may do so by visiting “Edit Profile” section on the Website, or by writing to PLIXXO at team@plixxo.com. Furthermore, if you wish to remove your profile from the Website, you may do so by writing to PLIXXO at team@plixxo.com.

- 3.6. Use of another user’s account information for using the Website is expressly prohibited.
- 3.7. You hereby agree that if you provide any information that is untrue, inaccurate, not current or incomplete, (or becomes untrue, inaccurate, not current or incomplete) or if PLIXXO has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with these Terms, PLIXXO shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide you with access to the Website.

4. TERMS AND CONDITIONS OF THE WEBSITE

- 4.1. You hereby understand that PLIXXO may, using the Website, conduct online campaigns for its clients in order to promote and increase the popularity of the brands of its clients (“**Campaign**”). You further understand that for Influencers to participate in a particular Campaign, PLIXXO may, from time to time, at its sole discretion send invites to such Influencers in accordance with these Terms, at it may deem fit. Only upon receiving an invite can an Influencer view a particular Campaign posted on the Website.
- 4.2. Should you receive an invite to participate in a Campaign, you shall be required to provide PLIXXO with certain user information/documentation for verification in a form and manner acceptable to PLIXXO. Upon your successful verification, PLIXXO shall inform you of the same and you shall accordingly be entitled to participate in the Campaign.
- 4.3. As part of your participation in the Campaign, you will have to promote the content relating to PLIXXO’s clients (the specifics of which shall be provided by PLIXXO) on such social media channels used by you, including but not limited to Instagram, in a form and manner acceptable to PLIXXO (“**Campaign Content**”). All posts by you on your social media channels shall necessarily include the hashtags (#) as informed to you by PLIXXO. In order to promote the Campaign Content relating to PLIXXO’s clients, the Website shall generate a unique link, which shall be used by you for promotion of the client’s products or services. You hereby agree that you shall not use or promote the Campaign Content through any other link or channel.
- 4.4. You hereby agree that you shall not change, modify, adapt, delete or alter the Campaign Content, unless instructed otherwise by PLIXXO.
- 4.5. Upon completion of the Campaign to PLIXXO’s satisfaction, if required by PLIXXO, you will have to upload a link of your post on the Website as proof of completion of the promotional activity for a particular Campaign. In the event that PLIXXO is of an opinion that there is an error or defect in the Campaign Content posted by you, it may either require you to rectify the same and complete the Campaign again or disqualify you from the Campaign. Also, in case PLIXXO is of an opinion that the views generated by you are fake or you have indulged in any fraudulent activity including but not limited to creating fake traffic to your posts, PLIXXO shall not make any payment of fees to you and disqualify you from participating in the Campaigns. PLIXXO reserves the right to determine what would constitute generating fake traffic, in its own discretion.

- 4.6. You acknowledge and understand that you are solely responsible for Campaign Content you upload, post, publish, transmit or otherwise make available on your social media channels or the Website, subject to these Terms. You hereby undertake that while posting any Campaign Content you shall not use any offensive, libellous, derogatory, hateful or racially or ethnically objectionable language. Further, you shall not post any Campaign Content that is obscene, pornographic, constitutes an “indecent representation of women” as provided in the Indecent Representation of Women (Prohibition) Act, 1986. You agree that for such posts, PLIXXO shall also be entitled to take all action available to it, including black-listing or blocking you from using the Website.
- 4.7. PLIXXO shall not be responsible or liable for the conduct of any user and you acknowledge that PLIXXO does not endorse any Campaign Content on the Website.
- 4.8. PLIXXO may review your conduct for compliance purposes, but shall have no obligation to do so. Accordingly, PLIXXO shall have the right, but not the obligation, to monitor access to or use of the Website to ensure your compliance with these Terms or applicable laws or other legal requirements, at its sole discretion. PLIXXO further reserves the right to remove any Campaign Content from the Website for any reason, without prior notice to you.
- 4.9. You hereby agree and acknowledge that the Campaign Content is created as work for hire for PLIXXO and shall belong to and be the absolute, sole and exclusive property of PLIXXO. You agree to assign, and does hereby irrevocably transfer and assign, to PLIXXO all of your rights, title and interests in and with respect to all Campaign Content, worldwide, along with any registrations of or applications to register such rights. You hereby waive and agree never to assert any of rights on any copyright work originated, conceived, written or made by you (either alone or with any third party) as part of the Campaign Content. You further agree not to claim that any treatment, exploitation or use of the Campaign Content infringes such rights, including but not limited to the right to be indemnified.
- 4.10. You represent and warrant that (i) You are solely responsible for the Campaign Content posted by you on your social media channels and subsequently posted on the Website in accordance with these Terms or otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) you have obtained all relevant consents and approvals in order to post any Campaign Content; and (iii) the posting and use of your Campaign Content on the Website does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights. You further represent and warrant that, as at the date that the Campaign Content is posted or submitted on the Website: (i) the Campaign Content is accurate; (ii) use of the Campaign Content you supply does not breach these Terms; and (iii) that such Campaign Content is lawful.
- 4.11. In case a third party or content of a third party appears in the Campaign Content, you confirm that you have obtained prior consent of such third party and PLIXXO before uploading or posting such Campaign Content. You further agree that you shall indemnify PLIXXO against any and all claims raised by such third party with respect to the Campaign Content.

- 4.12. You shall not use the Website for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations applicable to your use of the Website and your Campaign Content, including but not limited to, copyright laws.
- 4.13. You shall not, without prior consent of PLIXXO, post any Campaign Content before the release date, as declared by PLIXXO.
- 4.14. The provision of services on the Website may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. PLIXXO strives to keep the Website up and running; however, all online services suffer occasional disruptions and outages, and PLIXXO isn't liable for any disruption or loss you may suffer as a result.
- 4.15. PLIXXO may discontinue some or all of the services provided on the Website, including certain features and the support for certain devices and platforms, at any time.
- 4.16. PLIXXO shall not be held liable for any loss of data, technical or otherwise, information, particulars supplied by you, due the reasons beyond its control like corruption of data or delay or failure to perform as a result of a Force Majeure Event. The term "**Force Majeure Event**" shall mean any event that is beyond the reasonable control of PLIXXO and shall include, without limitation, sabotage, fire, flood, explosion, act of God, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, virus attacks, breach of security and encryption, and any other similar events not within the control of PLIXXO and which PLIXXO is not able to overcome.
- 4.17. You shall not disclose or divulge any information disclosed by PLIXXO to You to any other person (including information disclosed prior to the Campaign, either directly or indirectly, in writing, orally, electronic or other tangible form, including, without limitation, any business information, intellectual property rights, methodologies, processes, ideas, trade secrets, know-how, business strategies, marketing tactics, information pertaining to any work and/or assignment and/or project undertaken by PLIXXO for its clients and/or potential clients, any information, presentation, research carried out by PLIXXO, all information pertaining to clients and/or all information pertaining to clients of PLIXXO and its proprietary information or any other information which is designated as "confidential", "proprietary" or some similar designation ("**Confidential Information**").

5. PAYMENT

- 5.1. Upon successful completion of the Campaign by you and posting of the same on the Website by PLIXXO, PLIXXO shall pay you the fees, as may be indicated by PLIXXO to you on the basis of the numbers shown in the PLIXXO/Share & Earn dashboard. You hereby agree and acknowledge that PLIXXO shall totally disregard the number of views that are tracked by third party software/tool or website for making payment of fees to you and PLIXXO reserves the right to modify or withdraw the fees at its sole discretion.
- 5.2. Once your Campaign has been posted on the Website, in order to receive payment towards your successful participation in Campaigns, you will have to raise an invoice within 30 (Thirty) days of your Campaign being posted using the Website. You may also be required to provide such other information/documentation (including insights

of the Company) as may be required by PLIXXO in order to process the payment. Should there be a delay in raising an invoice within the aforementioned period or in providing the information/documentation within the time period stipulated by PLIXXO, or where such information/documentation does not adhere to the format provided by PLIXXO, you hereby agree to waive your right to receive payments for the Campaign carried out for that particular Campaign. PLIXXO shall not be held responsible for your failure to comply with this Clause.

- 5.3. Within a period of 20 (Twenty) days of PLIXXO's receipt of the invoice or such further period as may be required by PLIXXO, the invoiced amount shall be disbursed to your bank account, details of which shall have to be provided by you. If there is any mistake in the account number provided by you, PLIXXO would not be held responsible for the same. In certain instances, PLIXXO may make payments to you by crediting the invoiced amount into the PAYTM wallet registered with your mobile number. You hereby agree that payment by PLIXXO into your PAYTM wallet constitutes full and valid payment of invoiced amount. In case there is any mistake in the mobile number provided by you for payment into the PAYTM wallet, PLIXXO would not be held responsible for the same.
- 5.4. You hereby acknowledge and agree that PLIXXO shall not be required to pay You the fees for a Campaign, where the Campaign Content fails to meet the brand guidelines or quality requirements stipulated by the brand owners.
- 5.5. Any and all payments made by PLIXXO to you under these Terms, shall be subject to tax liability and other deductions as per the applicable laws in India.

6. RETURN OF MATERIALS

- 6.1. Unless otherwise instructed by PLIXXO, all categories of the Website users participating in Campaign shall return the goods, materials, equipments, devices or any other thing provided to them by PLIXXO ("**Materials**") for use in the Campaign.
- 6.2. The Materials shall be returned by the users within 7 (Seven) days from the end of the Campaign, to the person designated by PLIXXO in good condition without any damage and/ or loss caused to the Materials.
- 6.3. In case there is any damage and/ or loss caused to the Materials due to an act or omission of the Website user, the user shall forthwith upon demand by PLIXXO without protest, pay the amount equal to the value of the Material in question to PLIXXO.

7. USE OF THE WEBSITE

- 7.1. You agree, undertake and covenant that, during the use of the Website, you shall not host, display, upload, modify, publish, transmit, update or share any information that:
 - 7.1.1. belongs to another person or entity and to which you do not have any right.
 - 7.1.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another person's privacy, hateful or racially or ethnically objectionable, or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever.

- 7.1.3. is misleading in any way.
 - 7.1.4. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".
 - 7.1.5. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, e-mail address, physical address or phone number) or rights of publicity.
 - 7.1.6. provides instructional information about illegal activities such as violating someone's privacy, or providing or creating computer viruses.
 - 7.1.7. tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, or other areas of the Website or solicits passwords or personally identifying information for commercial or unlawful purposes from other users of the Website.
 - 7.1.8. engages in commercial activities using the Website (other than that intended under these Terms) without PLIXXO's prior written consent.
 - 7.1.9. interferes with another user's use of the Website.
 - 7.1.10. refers to any website or URL that, in PLIXXO's sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms.
 - 7.1.11. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.
 - 7.1.12. contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, diminish value of, covertly intercept or steal any system, data or personal information.
 - 7.1.13. violates any law for the time being in force.
- 7.2. You shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Website.

8. FEEDBACK

- 8.1. The Website may allow you to post your review and experience of using the Website ("**Reviews**") in order to improve the Website and the user experience.
- 8.2. You, being the originator of the Reviews, are responsible for the Reviews that you upload, post, publish, transmit or otherwise make available on the Website. You represent that all such Reviews will be in accordance with applicable law. You

acknowledge that PLIXXO is not responsible or liable for any Reviews. PLIXXO reserves the right to disable access to the Reviews on the Website.

- 8.3. You hereby grant PLIXXO a perpetual, non-revocable, worldwide, royalty-free and sub-licensable right and license to use, copy, distribute, display, publish, transmit, make available, reproduce, modify, adapt the Reviews in any manner as deemed appropriate by PLIXXO in any form including but not limited to print, broadcast, online and across any and all websites and platforms owned by PLIXXO.

9. AGREEMENT TO RECEIVE MAILS

You hereby by way of accepting these Terms consent to the receipt of communication from us by way of e-mails and newsletters.

10. LINKS TO THIRD PARTY WEBSITES

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

11. REPRESENTATIONS

You hereby represent and warrant that you have validly entered into these Terms and have the legal power to do so. You further represent and warrant that you shall be solely responsible for the due compliance with these Terms.

12. LIMITATION OF LIABILITY

- 12.1. You hereby acknowledge that PLIXXO shall not be held liable to you for any special, consequential, incidental, and exemplary or punitive damages, or loss of profit or revenues. PLIXXO shall also not be liable under any circumstances for damages arising out or related in any way to your inability to access, or your difficulty in accessing the Website, any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Website by any third party, any loss of your data or content from the services, your failure to keep your password or Account details secure and confidential. PLIXXO shall not be liable under any circumstances for damages arising out of or in any way related to services and/or information offered or provided by third-party vendors accessed through the Website.

- 12.2. PLIXXO shall not be liable for any action taken against you by the brand owners as a result of any breach of these Terms or any brand guidelines issued by the respective brand owners. You acknowledge that you shall be solely responsible for any such breach.

13. DISCLAIMER OF WARRANTIES

THE WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE (COLLECTIVELY, THE "CONTENTS") ARE PROVIDED

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

14. INDEMNIFICATION

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

15. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 15.1. PLIXXO solely and exclusively owns copyrights, trademarks, service marks, logos, trade names, and other intellectual and proprietary rights associated with the Website and its Contents and is protected under Indian law.
- 15.2. You hereby acknowledge that the Website and its Contents constitute original works and have been developed, compiled, prepared, revised, selected, and arranged by PLIXXO 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 PLIXXO and such others. You thereby agree to protect the proprietary rights of PLIXXO during and after the term of these Terms. You may not selectively download portions of the Website without retaining the copyright notices. You may download material from the Website only for the purpose intended by these Terms.
- 15.3. Any infringement shall lead to appropriate legal proceedings against you at appropriate forum for seeking all available remedies under applicable laws of India.

16. NON-COMPETE AND NON-SOLICITATION

- 16.1. You are likely to obtain Confidential Information and personal knowledge over clients of PLIXXO during your Campaign received through PLIXXO. To protect these interests, You hereby agree that, for any reason, with or without cause:

- 16.1.1. You shall not, without prior written consent of PLIXXO, promote a directly competing brand, from a period commencing 5 (five) days prior to the date on which your Campaign commences and concluding 7 (seven) days after the date on which your Campaign is completed (“**Campaign Period**”) unless otherwise communicated to you by PLIXXO.
- 16.1.2. You shall not directly or indirectly (i) divert or attempt to divert from PLIXXO business of any kind, including without limitation the solicitation of or interference with any of its client, other Influencer, brand owner or an agent, or (ii) solicit or otherwise induce any person engaged with PLIXXO to terminate its engagement.
- 16.1.3. In the event that You have received any requests or have entered into any arrangement with a directly competing brand before the Campaign commences, You shall inform PLIXXO prior to accepting the Campaign from PLIXXO.
- 16.1.4. After the acceptance of Campaign from PLIXXO by You and till the time your Campaign is completed, You shall inform PLIXXO about any new requests received from directly competing brand or any change in the requests received or any arrangement entered with a directly competing brand.

17. NON-DISPARAGEMENT

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

18. TERMINATION OF ACCESS TO YOUR ACCOUNT

- 18.1. The Account can be terminated at any time by:
 - 18.1.1. You; by ceasing to use the Website.
 - 18.1.2. PLIXXO; in its sole discretion for any reason or no reason including your violation of these Terms or lack of use of the Website. You acknowledge that the termination of services may be affected without any prior notice, and PLIXXO may immediately deactivate or delete your Account and all related information and/or bar any further access to your Account or the Website. Further, you agree that PLIXXO shall not be liable for any discontinuation or termination of services by any third party.
- 18.2. The disclaimer of warranties, the limitation of liability, and the governing law provisions shall survive any termination of these Terms.

19. PRIVACY POLICY

As elaborated under the Privacy Policy, PLIXXO will keep all confidential information confidential and shall not disclose it to anyone except as required by law, and shall ensure that such confidential information is protected with security measures and a degree of care that it

would apply to its own confidential information. PLIXXO acknowledges that its employees, directors, agents and contractors shall use the confidential information only for the intended purpose for which it is provided. PLIXXO shall use all reasonable endeavours to ensure that its employees, directors, agents and contractors acknowledge and comply with the provisions of these Terms of confidentiality as if such person was subject to these Terms of confidentiality. If you object to your information being transferred or used, please do not use the Website.

20. GOVERNING LAW

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

21. ASSIGNMENT

It is expressly agreed by the parties that PLIXXO may assign all or part of its rights or duties under these Terms without such assignment being considered a change to these Terms and without notice to you, except to the extent provided by law.

22. GRIEVANCE REDRESSAL MECHANISM

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

Name: Manan Jain

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

Ph. No.: 9667853399

E-mail: team@plixxo.com

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

23. HOW TO CONTACT US

If you have questions or concerns about these Terms, please contact PLIXXO at team@plixxo.com.