

WEBSITE TERMS OF USE

PLEASE READ THESE TERMS OF USE THOROUGHLY AND CAREFULLY BEFORE USING THE WEBSITE. FURTHER YOU SPECIFICALLY COVENANT THAT BY USING THE WEBSITE, YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE COMPETENT UNDER LAW TO ENTER INTO A LEGALLY BINDING AND ENFORCEABLE CONTRACT. YOU AGREE TO COMPLY WITH ALL LAWS OF INDIA GOVERNING COOPERATION BETWEEN YOU AND THE COMPANY. FURTHER, BY USING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE HAD ENOUGH TIME TO READ AND UNDERSTAND THESE TERMS AND YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE WEBSITE.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended 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.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, Privacy Policy and Terms of Use for access or usage of this website.

Last Updated on: 3 February 2020

ZELTS INDIA PRIVATE LIMITED, is a company incorporated under the laws of India and having its corporate office at A - 313 & 315, 3rd Floor, Ansal Chambers – I, 3 Bhikaji Cama Place, New Delhi – 110066, India (hereinafter referred to as “**Company**” / “**W/we**” / “**U/us**” / “**O/our**”). Company is also the authorised licensee of the trademark ‘**Global IndiaGold**’. The Company uses this website (“**Website**”) to display the details of the products, marketing methods, business monitoring, to promote and create awareness about the Company and its activity.

ACCEPTANCE & GENERAL TERMS

By using this Website, you agree to the terms and conditions (“**Terms**”) set out herein in relation to the access to and use of the Website and the information, materials, products and services available through the Website. In addition, for Direct Sellers registered as such with the Company, the respective agreements executed between the Company and such Direct Sellers shall apply.

***Direct Seller** shall mean a person who agreed to be bound by terms and conditions of a direct seller agreement with the Company, according to which the person, in accordance with the rules of the GoldSet Program, promotes and stimulates sales of Goods of the Company in exchange for a bonus reward.*

***Direct Seller Agreement** means an agreement which determines contractual relationship between the Company and the Direct Seller by setting out the appointment, rights, obligations and responsibility of the Parties as well as terms and conditions on Direct selling in regard of products and services offered by the Company`s partners (sellers) for selling.*

In the event of any conflict between these Terms and any agreement or understanding related to the Website, the Terms shall control. You acknowledge that by using, visiting, registering for, and/or otherwise participating in this Website, you hereby certify that:

- (1) you are either a registered Direct Seller or a prospective Direct Seller and not been influenced by anyone to visit or engage on the Website or associate with the Company in any manner,
- (2) you have the authority to enter into these Terms,
- (3) you agree to be bound by all terms and conditions of these Terms and any other documents incorporated by reference herein, which in case of the registered direct seller includes the "Direct Seller Agreement". If you do not so agree to the foregoing, you should not use this Website. If you do not agree to any of the provisions set forth in the Terms of use, kindly discontinue viewing or participating in this Website immediately. The Terms mentioned herein are applicable to the registered/prospective direct sellers, users and the service partners, whether or not specifically referred. In case of any specific additions to any of the Terms, for any of the party, the same have been mentioned accordingly in these Terms and Data Privacy Policy (available on the Website).

All references to "You / you" or " Your / your" or "User", as applicable, means the person that accesses, uses, and/or participates in, the Website in any manner. It also includes and refers to the authorised and registered direct sellers and visitors or potential Direct Sellers. If you are using our Website on behalf of a company, partnership, association, government or other organisation (your "**Organisation**"), you agree to notify your Organisation's relevant individual owners, shareholders, directors, officers, managers, employees and other relevant individuals whose Personal Information we collect or you provide to us from time to time ("**Connected Persons**") of the collection of their Personal Information, and you agree to obtain your Connected Persons' consent to the processing of their Personal Information in accordance with this Data Privacy Policy as required by applicable laws and regulations.

CONTENTS

All the contents ("**Contents**") including available on this Website including but not limited to design, layout, look, appearance, graphics, photos, images, articles, stories, feedback, reviews and other materials are protected under the applicable intellectual property laws including copyright, trademark, patents, designs, and they either belong to the Company or the Company is being authorised to use the same. All rights in the Contents are reserved. The Contents may not under any circumstances be reproduced or used without our prior written permission. Users may view and download Content from this Website only for personal, non-commercial home use. Any act to reproduce, republish, upload, post, transmit, distribute, induce, influence or publicly display any Content from this Website without the written permission, approval and suggestions of the Company, will constitute an infringement of the rights bestowed under the applicable intellectual property laws.

By posting or adding any content to the Website with due prior written permission from the Company, you grant the Company a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and license to use this content in any way (including, without limitation, by reproducing, changing and providing content for public review) and you permit the Company to authorize any other person to do the same at their sole discretion. If you add any content in which any third party has rights, you must also ensure that the third party gives consent in the same manner. Your undertakings and the license granted to us under these Terms will survive any termination of these Terms.

You may not use language that is threatening, abusive, vulgar, discourteous or criminal. You also may not post or transmit information or materials that would violate rights of any third party or which contains a virus or other harmful component. Company reserves the right to remove or edit any such messages or material submitted by you.

Under no circumstances, including but not limited to negligence, will the Company be liable for indirect, special or consequential damages/losses that result from the use or inability to use the Contents in this Website. These Terms are effective until terminated by either party. Further, You may terminate this Terms at any time by discontinuing your use of this Website and destroying all materials obtained from it subject to the provisions of any other agreements that may have been executed between you and the Company.

By using this Website you agree that these Terms shall be governed by and construed in accordance with the applicable laws of India, without regard to its conflict of laws rules. By using this Website you also hereby irrevocably agree that any dispute arising out of or consequential to these Terms shall be submitted exclusively to the jurisdiction of the competent courts of New Delhi. Further, should one of the provisions of these Website/ Terms be invalid or declared invalid by a court, this will not affect the validity of the remaining terms.

UPDATES

The Terms are current as of the effective date set forth above. Company may, in its sole and absolute discretion, update the Terms from time to time. Company will post its updated Terms on the Website on this page. We encourage you to review these Terms regularly for any changes.

COMPANY'S PRIVACY STATEMENT

All personal data provided to Company while using the Website will be handled in accordance with the Data Privacy Policy which is available on the Website.

THIRD PARTY LINKS

Inserting links from a third-party website to Website of the Company requires prior written consent from Company. If you would like to link from other websites, please contact us at info@zeltseller.in. Further, you are prohibited from adding any content to the Website:

1. If you do not have all the necessary rights, licenses and permissions for this;
2. If such content entails a violation of any law, regulation, rule, code or other legal obligation on your or Our side;
3. If such content is obscene, inappropriate, defamatory, degrading, indecent, editious, abusive, pornographic, threatening, abusive, inciting ethnic hatred, discriminatory, blasphemous, violating trust or violating confidentiality;
4. If such content damages the Website's/Company's reputation; or
5. If such content violates the intellectual property or other rights of any person.

In the events stated above, you are liable and jointly and severally liable for losses suffered by the Company.

Further, the Website may contain links to other websites or resources over which Company does not have any control. Such links do not constitute an endorsement by the Company of those external websites. You acknowledge that Company is providing these links to you only as a convenience, and further agree that Company is not responsible for the content of such external websites. We are not responsible for the protection and privacy of any information which you provide while visiting such external websites and such sites are not governed by this Terms. Your use of any external website is subject to the terms of use and privacy policy located on the linked to external website.

LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES AND INDEMNIFICATION

Neither Company nor its affiliates shall be liable for any indirect, special, incidental, consequential, punitive, or other damages whatsoever, including but not limited to property damage, loss of use, loss of business, economic loss, loss of data or loss of profits, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with your use or access to, or inability to use or access the Website or its Content or Data Privacy Policy (available on the Website). The parties have agreed that these limitations will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

Company will use reasonable efforts to ensure that the information and materials provided on this Website are correct. However, Company does not guarantee or make representations or warranties of any kind, express or implied about the accuracy, reliability, suitability or availability with respect to the Website and Contents and does not assume any responsibility or liability in relation thereto or the information, products, services, displayed on the Website for

any purpose. Any reliance you place on such information is therefore strictly at your own risk. We do not warrant that the operation of this Website will be uninterrupted or error-free, or that this Website is free from viruses or other components that may be harmful to equipment or software. Company does not guarantee that the Website will be compatible with the equipment and software which you may use and does not guarantee that the Website will be available all the time or at any specific time. You acknowledge and agree that we retain complete editorial control over the Website and may alter, amend or cease the operation of the Website at any time at our sole discretion.

You hereby agree to indemnify, defend and hold Company and its affiliates harmless from any liability or loss, related to either your violation of these Terms or your use of the Website or selling of the goods as available on the Website or for breach of terms of any other agreement as may be executed with the Company (in case of a direct seller).

The Website provides information on the Company, its business and products and services, is intended only for use from and in the Republic of India and is based on the laws of India. The Company disclaims any liability and responsibility for use of the Website from other countries. The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout, interruption or failure of electricity, power, telecommunications line failures, technology adjustment carried out by telecommunication companies, electrical outages, network failures, hacking etc.

RESTRICTING OR BLOCKING ACCESS TO THE COMPANY WEBSITE FOR VIOLATIONS OF THE WEBSITE TERMS OF USE

In case of a violation of these Terms, particularly in case of use of the Website or individual elements of the Website for other than its intended use, access to the Website may be restricted or blocked. Company generally reserves the right to partially or entirely alter, block, or discontinue the Website or its content at any time and for any reason.