

Policy

1. RULES

1.1 YOU MUST READ THESE TERMS AND CONDITIONS OF USE ("Terms of Use") or ("Agreement") BEFORE USING THIS SITE. If you use the ELXIRE (ELXIRE Internet & Broadband Services) web site, www.elxireit.in (collectively and individually the "Site"), or any of its services or products ("Product" or "Products") you are agreeing to abide by all of the provisions set forth in this Agreement between you and ELXIRE.

1.2 ELXIRE based in Faridabad, India, makes no claims that the Content (see Section 2.1) is appropriate or that it may be downloaded or used outside India. Access to the Content or Product (see Section 2.3) may not be legal by certain persons or in certain countries. If you access the Site from outside India, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

1.3 ELXIRE may change, add or remove portions of this Agreement at any time, but if it does so, it will post such changes on the Site.

1.4 ELXIRE may discontinue, change, or suspend any aspect of the Site at any time. ELXIRE may change, discontinue, or suspend the availability of any database, Content, feature, or Product of the Site. ELXIRE may impose limits on features, including services, use, or restrict your access to parts or the entire Site without notice or liability.

2. ELXIRE CONTENT & PRODUCT

2.1 The Content and Product contained in the Site are intended for your informational, demonstration, and shopping purposes only. All materials on the Site (including, but not limited to articles, photographs, images, illustrations, audio clips, video clips, graphics, sound, music, text, demonstration programs, downloadable items, software and underlying code, also known as the "Content") are protected by copyright, and owned or controlled by ELXIRE or the party credited as the provider of the Content. You must abide by all additional trademark, service mark, patent, copyright notices, information, or restrictions contained in any Content accessed through the Site.

2.2 ELXIRE does not warrant that Content contained in this Site will satisfy your requirements or that they are error or defect-free. Before using you should consult an Information Technology Professional to determine what your needs are. You assume responsibility for any and all uses of Content.

2.3 The Site and its Content are protected by copyright pursuant to Indian and international copyright laws, and title to the Content shall not pass to you or any other user. You may not modify, reverse-engineer, disassemble, decompile, transcribe, store in a retrieval system, translate into any language or computer language, re-transmit in electronic, mechanical, photo-reproduction, recordation or otherwise in any form or by any means, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in Section 2.5 of this Agreement), create new works from, including derivative works, perform, display, distribute, or in any way exploit or alter, any of the Content or Product or the Site in whole or in part. Use of the Content or Product in a networked environment is prohibited. None of

the Content or Product may be resold or redistributed without the prior written consent of ELXIRE, except that you may reproduce as provided herein.

2.4 Content or Product is subject to change without notice at the sole discretion of ELXIRE. If you violate any of the provisions contained in these Terms of Use, your permission to use the Content or Product automatically terminates and you must immediately destroy any copies you have made of any portion of the Content or Product.

2.5 You may download or copy the Content, in accordance with the provisions contained herein, on the Site for information, demonstration, and shopping purposes only, provided that each such copy contain the copyright notice as it appears in the original Content or Product. Copying or storing of any Content for other than information, demonstration, and shopping purposes is expressly prohibited.

2.6 Some of the Content and Product are furnished by third party providers. These third party providers will not be liable for any inaccuracies or defects.

3. PRIVACY STATEMENT AND POLICIES

ELXIRE and its Customers, Partners, Suppliers, and Affiliates recognize and respect the privacy expectations of our customers. The following must be read and assented to for you to use our Site. By using the Site, you are stating that you have read and are agreeing to the following:

3.1 Customer Privacy

ELXIRE is the sole owner of the information collected on this Site. We will not sell, share, or rent this information to others in ways different from what is disclosed in this statement.

3.2 Information Collected

ELXIRE can collect information from our users at several different points on our web Site. We collect, retain, and use information about you for the purpose of administering our relationship with you. In order to administer our relationship with you, it is necessary for you to provide certain information upon using portions of our Site. Such information includes your name (either your name, company, or organizations name), address, phone number, e-mail address, and other information gathered through the applicable process.

3.3 Information Automatically Placed On Your Hard Drive ("Cookies")

In order to provide service to you, we require that a cookie be transferred to your computer's hard disk for record keeping purposes. Cookies allow you to access our Site more easily by storing your password on your computer so that you do not have to enter your password each time you log onto our Site. To gain access to our Site, your computer must accept Cookies.

3.4 Non-Personally-Identifiable Information Collected Automatically ("IP Addresses")

We collect IP addresses. Collection of IP addresses allows us to monitor fraud on our Site.

3.5 Children

ELXIRE has no intention of collecting personally identifiable information (name, address, telephone number, or e-mail address) from individuals under the age of eighteen. If a child has provided us with personally identifiable information, a parent or guardian of that child should contact us at the e-mail address listed in the "Accuracy of Information Collected" section if they would like the information deleted from our records. We will use reasonable efforts to delete the information regarding the child from our files.

3.6 Accuracy of Information Collected

We continually strive to maintain accurate and complete information about our users, members, customers, and clients. Should you believe that information is inaccurate or incomplete, you should notify info@elxireit.in with concerns and the accurate information. We will use reasonable efforts to correct the incorrect information.

3.7 Newsletter

If a member wishes to subscribe to our newsletter, we ask for contact information such as name and email address. We send all new members a welcoming email to verify password and username. Members will occasionally receive information on products, services, special deals, and a newsletter. You may unsubscribe from some of these service at any time following the instructions provided in these emails. You may however not unsubscribe from services required to provide you with our Service or Product. Note: E-mail sent to ELXIRE may be used to answer questions, to follow up on questions and/or to improve the level of service provided to users. E-mail is not secure and is subject to interception by unauthorized individuals. If you wish to send personal or sensitive information, it should be sent by postal mail or phone via customer service.

3.8 Security

We maintain security measures to protect your information from loss, misuse and alteration of information under our control. The level of encryption you ultimately obtain is dependent upon your browser's capabilities. If you have any questions about security at our web Site, please send an email to: info@elxireit.in

4. SHARING OF INFORMATION

4.1

Within ELXIRE, any employee access to customer information is for business purposes only and is based on a need to know basis. This information is shared with Affiliates so that we can provide Services and Products that meet your circumstances and needs.

4.2 Third Parties

We enter into agreements with outside companies to provide services to our users. When we enter into such agreements, we require that these companies adhere to the same strict privacy standards in regards to the security and confidentiality of your information. We also do not allow such third party companies to disseminate your information to any other party.

4.3 Unaffiliated Third Parties

As a service to our users, we partner with unaffiliated third parties to offer products and services. At no time is your confidential information provided to these third parties.

4.4 Legally Required Disclosure

There may be occasions where we are legally required to disclose information about you, such as in response to a subpoena, to prevent fraud, or to comply with a legally permitted inquiry by a governmental agency.

4.5 Opt In/Out

Our Site provides, where applicable, an opportunity to opt-out of receiving communications from our partners and us at the point where we request information about you. Further, by not opting-out at the applicable places, you are opting-in to our use of your private information as laid out in this privacy statement and policy. In order to use ELXIRE website and ELXIRE Products, it is a necessary condition that you can not Opt Out of this Agreement or Opt-out of receiving communications by email, post or phone from us if we deem such communication to be necessary for your optimum use of our Site and Products.

4.6 Link To This Site

If you linked to this Site from another site, use of that site is subject to the privacy statement and policies of that site.

4.7 Link To Other Site

This Site may contain links to other sites. Please be aware that ELXIRE is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our Site and to read the privacy statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by this Site. Note: Use of this Site constitutes consent to monitoring. All web site traffic on this Site is monitored for copyright, security, and statistical purposes.

Unauthorized attempts to upload or change information, to download the entire web site, or otherwise cause damage are strictly prohibited and may be punishable under any applicable local, state, federal, and/or international laws.

5. COPYRIGHTS AND TRADEMARKS

5.1 Copyright Notice

All rights reserved. All material on this Site is owned by ELXIRE, or its Customers, Partners, Suppliers, or Affiliates, and is protected by national and international copyright law. Unauthorized duplication or distribution is prohibited.

5.2 Trademarks

ELXIRE, is trademarks of ELXIRE GROUP. The names of companies and products mentioned and contained on the Site may be the trademark of their respective owners.

6. IDEA SUBMISSIONS

Our policy is to not accept unsolicited ideas about new marketing, advertising, product, and/or packaging concepts and/or improvements. This policy is to avoid confusion about our ownership of new concepts. If you do send us a message about a proposed new idea, your message will be treated as non-proprietary and non-confidential and becomes our property and may or may not be used by us for any purpose without compensation to you.

7. REPRESENTATIONS AND WARRANTIES

7.1

You represent, warrant and covenant: (a) that you are at least eighteen years old, (b) that all information provided by you is accurate and correct, and (c) that you will not infringe the right of any third party.

7.2

USE OF THIS SITE IS AT YOUR SOLE RISK. ELXIRE DOES NOT REPRESENT OR WARRANT: THE ACCURACY OR RELIABILITY OF ANY CONTENT, INFORMATION, SERVICE, PRODUCT, SOFTWARE, OR DEMONSTRATION CONTAINED ON THE SITE. RELIANCE UPON SUCH CONTENT, INFORMATION, SERVICE, PRODUCT, SOFTWARE OR DEMONSTRATION SHALL BE AT YOUR OWN RISK.

7.3

THE CONTENT, INFORMATION, SERVICES, PRODUCT, SOFTWARE, AND DEMONSTRATIONS, CONTAINED HEREIN AND PROVIDED ARE DONE SO ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ELXIRE AND ITS RESPECTIVE CUSTOMERS, PARTNERS, SUPPLIERS, AND AFFILIATES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. ELXIRE AND ITS RESPECTIVE CUSTOMERS, PARTNERS, SUPPLIERS, AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE RELIABILITY, COMPLETENESS, ACCURACY, SUITABILITY, CURRENTNESS OR TIMELINESS OF THE CONTENT, INFORMATION, SERVICES, PRODUCT, SOFTWARE, AND DEMONSTRATIONS ON OR THROUGH THE USE OF THE SITE.

7.4

ELXIRE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND/OR ITS RESPECTIVE CUSTOMERS, PARTNERS, SUPPLIERS, AND AFFILIATES AND SUPPLIERS SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, OR LOST PROFITS, RESULTING FROM THE USE OR NON-USE OF THE SITE OR THE CONTENT, INFORMATION, SERVICE, PRODUCT, SOFTWARE, AND DEMONSTRATIONS AND THE RELATED GRAPHICS CONTAINED THEREIN. SUCH LIMITATIONS TO CONSEQUENTIAL AND INCIDENTAL DAMAGES IS IN EFFECT AND FULL FORCE WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ELXIRE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED, YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS TO DISCONTINUE USE OF THIS SITE. SINCE SOME STATES/JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

8. INDEMNIFICATION

You agree to defend, indemnify and hold ELXIRE, its officers, directors, employees, agents, subsidiaries, Customers, Partners, Suppliers, and Affiliates (the "Indemnified Parties"), from and against any and all liability, costs, and settlements, including, without limitation, reasonable attorneys' fees and accounting fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach of these Terms of Use by you or any user of any account assigned to you, whether such user is authorized or unauthorized. ELXIRE will promptly provide notice to you of any such claim, suit, or proceeding and, at your expense, will reasonably cooperate with you in your handling of such matter.

9. LINKS

Other Internet sites and resources may link to ELXIRE. ELXIRE is not responsible for the content or is in any way associated with these third parties. All inquiries regarding the linking sites should be directed to those sites. We provide links to other web sites that we think may be of interest to our users. By providing links, we are not endorsing the materials and content disseminated at those web sites, and we are not responsible for the materials and content at any other site.

10. USE OF SOFTWARE

10.1

Software that is made available to download from this Site ("Software") is the copyrighted work of ELXIRE, its Customers, Partners, Suppliers, or Affiliates. Your use of the Software is governed by the license agreement ("License Agreement"), if any, that is included with the

Software. You may only download and install Software, which contains a License Agreement, upon agreeing to the License Agreement terms.

10.2

The Software provided to and downloaded by you in accordance with Section 10.1, is licensed to you, subject to the terms contained herein. You have no rights to the Software, code, enhancements, or modifications provided to you beyond the terms contained in the License Agreement. You may not assign, sublicense or transfer any license granted to you by ELXIRE, its Customers, Partners, Suppliers, or Affiliates. Any attempt to sublicense, transfer, or assign shall be null and void, as if no such attempt had been made. You may not copy, create derivative works, reverse engineer, distribute, or modify the software, code, enhancements, or modifications except that you may make one copy for archival purposes.

10.3

Your use of the Software constitutes your acknowledgment that the Software, and any accompanying technical information and documentation, is subject to applicable India export controls laws and regulations. Further, you agree that you will not export or re-export the Software directly or indirectly to any countries that are subject to India export restrictions.

11. CHOICE OF FORUM

By agreeing to these Terms of Use, you agree that exclusive jurisdiction for any and all disputes with ELXIRE resides in the courts of New Delhi or Delhi and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of New Delhi or Delhi in connection with any such dispute including any claim involving ELXIRE, its employees, officers, and directors.

12. CHOICE OF LAW

These Terms of Use are governed by the laws of India.

13. INDIAN FORMATION CONTROLS

The India government polices and controls the export of products and information, including, but not limited to, software. You must comply with restrictions placed on products and information by the Indian government and not export or re-export the Content, Information, Service, Products, Software, or Demonstrations to countries or persons prohibited under the export control laws. By downloading the Content, Information, Service, Products, Software, or Demonstrations, you are agreeing that you are not in a country to which such export of products and information is prohibited. By downloading the Content, Information, Service, Products, Software, or Demonstrations, you are also agreeing that you are not a person or entity to which such export of products and information is prohibited. You are solely responsible for complying with all laws of your local jurisdiction, as well as laws of the jurisdictions in which the information travels through

togot to you, regarding the import, export, or re-export of the Content, Information, Service, Products, Software, or Demonstrations.

14. SEVERABILITY

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

15. WAIVER

No waiver of any of these provisions shall be deemed a further or continuing waiver of such provision or any other provision.

16. FORCE MAJEURE

ELXIRE is not liable for failure or delay in performing an obligation under this Agreement that is due to causes beyond its control, such as natural catastrophes, governmental acts or omission, laws or regulations, labor strikes or difficulties, computer viruses, war, transportation stoppages or slowdowns or the inability to procure Content, information, service, carriers, Product, Software, or Demonstrations. If any of these causes continue to prevent or delay performance for more than 180 days, you may terminate this Agreement, effective immediately upon notice to ELXIRE.

17. COMPLETE AGREEMENT

These provisions constitute the entire Agreement between you and ELXIRE with respect to the use of this Site and any Software, Content, or Product contained therein, unless specified and marked "ADDENDUM" on the Site.

18. REFUND POLICY

If you make wrong payment, then please write us at billing@elxireit.in or call us at +91 0129 4211110. After making all the necessary checks if we conclude that payment needs to refund then we will try to refund with in 7 working.

19. OFFICIAL CORRESPONDENCE

Official correspondence must be sent via postal mail to : ELXIRE, Shop No. 74, Sector-7 HUDA Market, Faridabad, Haryana-121006. In the event you have a claim of copyright infringement with respect to Content that is contained in the Site, please notify, ELXIRE, Shop No. 74, Sector-7 HUDA Market, Faridabad, Haryana-121006 or by e-mail at info@elxireit.in