#### **TERMS & CONDITIONS**

By viewing this page and accessing using the Website you are entering into a binding agreement with us. The terms and conditions of the agreement between you and us regarding our operation, and your use, of the Website, are outlined in these Terms of Service. These Terms are subject to change from time to time. Hence, you are requested to refer to these Terms occasionally on notice of change being given to you. Your continued use of the site will mean that you accept and agree to the revisions.

These terms and conditions of use apply to the website, www.indiateensfashionleague.in owned and operated by The Trade Show Company an event management ("Companies"). Through the Website, the Companies provide users with access to various information about India Teens Fashion League and provide access to images and videos of the event all the images used in the website are for reference purposes only.

The terms 'Companies' or 'us' or 'we' refer to the owners of the Website. The term 'you' refers to the user of the Services on the Website.

These terms and conditions of use (the "Terms") constitute a legally binding agreement between you and the Company along with each of its officers, directors, agents, employees, consultants, suppliers, vendors, and affiliates, and govern the Companies' relationship with the Website.

The Companies provide the Services subject to the notices, terms, and conditions outlined in these Terms. In addition, when you use the Website, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such Services, which will be deemed to be incorporated into these Terms by reference. The Companies reserves the right to change or modify the Website, the contents thereof, and these Terms at any time without any prior intimation to you. All modifications will be posted on the Website and will become effective immediately upon such posting to the Website. Please review these Terms regularly to remain informed of any changes.

## 1) Eligibility

You will be eligible to subscribe to the Services on the Website only if you are competent to contract under the Indian Contract Act, 1872. A person is competent to contract under the Indian Contract Act, 1872, if he/she is above eighteen (18) years of age, is of a sound mind and is not disqualified from contracting by any law to which he/she is subject.

### 2) Registration

You may visit the Website without registration or subscription and access the Content. However, it is possible that in the future some portions of the Website may be accessible by subscription only. At such time, you may subscribe to the Services on the Website after registering with the Website.

The nature of content made available to you is subject to change, the final decision of which lies with the Companies. The Companies reserves the right to introduce new subscription packages from time to time, both free as well as paid.

Due to any unforeseen circumstances, if you wish to change the participation date for any event then you need to raise an email request for the same seven (7) days prior to the date of event (day of sending email and event date will be excluded). It will be at the sole discretion of the companies to accept or reject the request and request for change of participation date for any event can be adjusted for two (2) further seasons.

In case the email request for change in the participation date for any event is made with 2-4 days prior to the event then you need a pay an extra compensation of INR 5000 for change of participation date and the same can be adjusted for two (2) further seasons.

### 3) Website Content

This Website is controlled and operated by the Companies. All materials, including but not limited to illustrations, statements, opinions, views, photographs, products, images, artwork, designs, text, graphics, logos, button icons, images, audio and video clips and software (collectively, "Content") are protected by copyrights, trademarks and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their

material to us. Except where otherwise agreed in writing with the Companies in writing, material on the Website is solely for your personal, non-commercial use. Except as provided below, you must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the Companies, modification of the materials, use of the materials on any other web site or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

As a general rule, you may not use the Content in any commercial product or service, without our express written consent.

You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to the Website if, in our opinion, your use of the Services may violate any laws, regulations or rulings, infringe upon another person's rights or violate these Terms.

# 4) Third Party Content

The Companies may make available on the Website links to sites containing certain fashion products and services that maybe owned and operated by third parties. Users' use of each of those sites is subject to the conditions, if any, posted by the sites. The Companies does not exercise control over any sites apart from the Website and cannot be held responsible for any content residing in any third-party site. Inclusion of third-party content or links to third-party sites is not an endorsement by the Companies of such third-party site.

Your correspondence, transactions or related activities with such third parties, including payment providers and verification service providers, are solely between you and that third party. Your correspondence, transactions and usage of the services of such third parties shall be subject to the terms and conditions, policies and other service terms adopted/implemented by such third party, and you shall be solely responsible for reviewing the same prior to transacting or availing of the services of such third party. You agree that the Companies will not be responsible or liable for any loss or damage of any sort incurred as a result of any such transactions with third parties. Any questions, complaints, or claims related to any third-party service should be directed to the appropriate third party.

The Website may contain content that is created both by the Companies and third parties. The Companies does not guarantee the accuracy, integrity, quality of the content provided by third parties and such content may not be relied upon by you in utilizing the Services provided on the Website including while participating in any of the contests hosted on the Website.

# 5) Warranty and Liability Disclaimer

The Companies is constantly endeavoring to improve the quality of Services provided to you. Due to this, the form and nature of Services provided may change from time to time without any prior notice to you. The Companies reserve the right to introduce and initiate new features, functionalities, components to the Website and/or Services and/or change, alter, modify, suspend, discontinue or remove the existing ones without any prior notice to you. Further, the Companies are entitled to discontinue (either permanently or temporarily) one or more of the Services provided or terminate the Website without any prior notice to you. The Companies may also prescribe certain limits on the use of the Website and/or Services or storage of Content at its sole discretion without any prior notice to you while at all times complying with its Privacy Policy.

The Website, all the materials and Services, included on or otherwise made available to you through this Website is provided by the Companies "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, the Companies does not warrant that:

- This Website and/or Services will be constantly available or available at all;

- The information on this Website or provided through the Services is complete, true, accurate or not misleading; or

-The quality of any products, services, information, or other material that you obtain through the Website or Services will meet your expectations.

The Companies does not warrant that this Website; information, content, materials, or Services included on or otherwise made available to you through this Website; their servers; or electronic communication sent from by Companies are free of viruses or other harmful components. Nothing on this Website constitutes, or is meant to constitute, advice of any kind.

## 6) Accuracy of Information

The information presented on this Website has been compiled by the Companies from various sources including from external sources. No representation is made or warranty given as to the completeness or accuracy of such information. This Website may contain typographical errors, incomplete or out of date information. The Companies reserves the right to make changes to the Content, Contributed Content and information on this Website, or to the services described therein, or update such information at any time without notice, but the Companies makes no commitment to correct or update this information.

### 7) Indemnification

You (a) represent, warrant and covenant that no materials of any kind provided by you will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous, Prohibited Content or other unlawful material; and (b) hereby agree to indemnify, defend and hold harmless the Companies and all of the Companies officers, directors, owners, agents, customers/clients, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable advocate's fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. The Companies reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

### 8) Term and Termination

These Terms will remain in full force and effect while you continue the use of the Website and/or avail of the Services at any level. The Companies retains the right to deny access to the Website and/or the Services to anyone who it believes has violated any of these Terms or does not accept these Terms.

We may also suspend or terminate your access if we are prevented from providing Services to you by circumstances beyond our control. The Companies may, in exceptional circumstances, cease to publish the Website, the Website content or cease to provide Services.

### 9) Infringement of Copyright

In good faith, if you have reason to believe that any work copyrighted by you has been reproduced, embedded, or linked without any authorization on this Website, in a manner that constitutes an infringement of your copyright under Indian law, please compile the following information and email to:indiateensfashionleague@gmail.com

- A clear identification of the copyrighted work allegedly infringed;

An clear identification of the allegedly infringing material on the Website (with specific URL reference);
Your contact details: name, address, e-mail address and phone number;

- A statement that you believe, in good faith, that the use of the copyrighted material allegedly infringed on the Website is not authorized by your agent or the law;

- A statement that the information provided in the notice is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;

- Your signature or a signature of your authorized agent.

## 10) Applicable Law

This Website, including the Content and Contributed Content and information contained herein, and the provision of Services shall be governed by the laws of the Republic of India and the courts of Jaipur, India shall retain exclusive jurisdiction to entertain any proceedings in relation to any disputes arising out of the same. As such, the laws of India shall govern any transaction completed using this Website.

### 11) Information Gathered and Tracked

Information submitted or collected on the Website or pursuant to the use of the Services is stored in a database. Specifically, we store the username, name, e-mail address, contact number, as submitted or collected on our Website or through the provision of the Services. We may use such information to send out occasional promotional materials, including alerts on new Services available, or other promotional and marketing material relating to our clients and customers. You can find out more about how we use your information at <u>("Privacy</u> <u>Policy"</u>), which is included by reference in these Terms. The Privacy Policy shall be deemed and construed to be a part of these Terms, and any violation thereof by you shall constitute a breach of these Terms