

Equinox - Terms & Conditions

By using any of our services or registering on the website you agree that you have read, understood and are bound by the Terms and Conditions, regardless of how you subscribe to or use the services. If you do not want to be bound by the Terms, you must not subscribe to or immediately discontinue the use of our services.

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For the purpose of these terms and conditions, wherever the context so requires 'You' shall mean any natural or legal person who has subscribed to or used the services of this website or has agreed to become a member of the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. "EQUINOX/we/us/our/website" shall mean Ace Clothing Private Limited registered at 103/104 New GIDC Industrial Area, Umbergaon 396171 Dist. Valsad (Gujarat)

Use of the www.Shopequinox.in Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use this Website. If you are a minor i.e. under the age of 18 years, you shall not register as a member of the website and shall not transact or use the website. As a minor if you wish to use or transact on the website, such use or transaction may be made by your legal guardian or parents who have registered as users of the website. www.Shopequinox.in reserves the right to terminate your membership and refuse to provide you with access to the website if it is brought to our notice or if it is discovered that you are under the age of 18 years.

Introduction:

1. www.shopequinox.in (“Website”) is an Internet based e-commerce portal operated by Ace Clothing Private Limited.
2. Use of the Website is offered to you conditioned on acceptance without modification of all the terms, conditions and notices contained in these Terms, as may be posted on the Website from time to time.

User Account, Password, and Security:

You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account. You agree to immediately notify Equinox of any unauthorized use of your password or account.

Limited User:

Equinox grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except in case Equinox gives written consent for the same. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, modified, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Equinox. You shall not use any meta tags or any other “hidden text” and Equinox’s name or trademarks without the express written consent of Equinox. Any unauthorized use terminates the permission or license granted by Equinox. You are granted a limited, revocable, and non- exclusive right to create a hyperlink to the home page of Equinox as long as the link does not portray Equinox, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner or having a right to ownership of the same in any form. You shall not use any Equinox logo or other proprietary graphic or trademark as part of the link without express written permission.

User Conduct and Rules:

You agree and undertake to use the Website and the Service only to post and upload messages and material that are proper. By way of example, and not as a limitation, you agree and undertake that when using a Service, you will not:

1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
2. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
3. Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents;
4. Upload any video, photographs, or images of another person without his or her express written consent and permission (In case of minors, even if you have consent from the minor or his or her legal guardian).
5. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
6. Conduct or forward surveys, contests, pyramid schemes or chain letters;
7. Download any file posted by another user of a Service that you know, or reasonably should know, cannot be legally distributed in such manner;
8. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
9. Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
10. Violate any applicable laws or regulations for the time being in force in or outside India; and

11. Violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.

12. You shall not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. Equinox reserves the right to bar any such activity.

13. You shall not create any false account or profile with Equinox. You alone are solely responsible for the data and information which has been provided to Equinox. You shall not impersonate any other person/institution for any purposes.

14. Ace Clothing Private Limited reserves the right, but has no obligation, to monitor the materials posted on Equinox website. Equinox 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 of EQUINOX, YOU REMAIN SOLELY RESPONSIBLE FOR

THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily

reflect the views of Equinox. In no event shall Equinox 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 Equinox. You hereby represent and warrant that you have all necessary rights in and to all Content 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.

Pricing:

All prices are in Indian rupees. Prices, products and Services may change at Equinox's discretion. Registration on the website is free. Equinox does not charge any fee for browsing and buying. Equinox may at its sole discretion introduce any new services and modify some or all of the existing services offered. Changes in context of the Fees and related policies shall automatically become effective immediately once implemented.

You shall be solely responsible for compliance of all applicable laws including those applicable for India for performing any transaction online.

Restrictions on use, Terms of use

Except where specifically authorized, the User may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this site including code and software. By using the Equinox Site (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use the Equinox Site is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.

Equinox shall have the right at any time to change or discontinue any aspect or feature of Equinox Site, including, but not limited to, content, hours of availability and equipment needed for access or use.

Email

Communicating through E-mail is not secure and capable of interception, corruption and delays. Anyone communicating with Equinox by email accepts the risks involved and their consequences. Before opening any attachment/(s) please check them for viruses and defects.

Changed Terms

Equinox shall have the right at any time to change or modify the terms and conditions applicable to your use of the Equinox Site, or any part thereof, or to

impose new conditions, including but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to, posting on the Equinox Site, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of the Equinox Site by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

Equipment

User shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Equinox Site and all charges related thereto.

Your Conduct

You shall use the Equinox Site for lawful purposes only. You shall not post or transmit through the Equinox Site any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give right to civil liability or otherwise violate any law, or which, without the Equinox's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by you that in Equinox's discretion restricts or inhibits any other user from using or enjoying Equinox's Site will not be permitted. User shall not use Equinox's Site to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the Equinox Site. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Equinox and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright

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Disclaimer of Warranty: Limitation of Liability

User expressly agrees that use of Equinox Site is at User's sole risk. Neither Equinox, its affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that Equinox Site will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of Equinox Site, or as to the accuracy, reliability or content of any information, service, or merchandise provided through Equinox Site.

Equinox Site is provided on an "As Is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other

than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.

This disclaimer of liability applies to any damages or injury, caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. User specifically acknowledges that Equinox is not liable for the defamatory, offensive or illegal conduct of other subscribers or third-parties in cases including but not limited to any interactive communication on or through the site and that the risk of injury from the foregoing rests entirely with subscriber(s).

In no event will Equinox, or any person or entity involved in creating, producing or distributing Equinox Site or the Equinox Site software, be liable for any damages,

including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use Equinox Site. User hereby acknowledges that the provisions of this section shall apply to all content on Equinox Site.

In addition to the terms set forth above neither, Equinox, not its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information contained within Equinox Site, or for any delay or interruption in the transmission thereof to the user, or for any claims

or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. Prior to the execution of a stock trade, subscribers are advised to consult with your broker or other financial representative to verify pricing or other information. Equinox, its affiliates, information providers or content partners shall have no liability for investment decisions based on the information provided. Neither, Equinox, nor

its affiliates, information providers or content partners warrant or guarantee the timeliness, sequence, accuracy or completeness of this information. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION

Breach

Without limiting other remedies, Equinox may limit or terminate your activity, immediately remove your information, warn other Users of your actions, immediately temporarily/indefinitely suspend or terminate or block your membership, and/or refuse to provide you with access to the Equinox website in the event you are found to be in a breach of any of the terms and conditions in this Agreement.

Indemnity

You shall indemnify and hold harmless Equinox, its owner, licensee, affiliates and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of this Terms of Use, privacy Policy and other Policies, or your violation of any law, rules or regulations or the rights of a third party.

Limitation of Liability

IN NO EVENT SHALL EQUINOX BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS

AGREEMENT, EVEN IF EQUINOX HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

Monitoring

Equinox shall have the right, but not the obligation, to monitor the content of Equinox Site, all interactive communication including but not limited to chat rooms and forums, to determine compliance with this Agreement and any

operating rules established by Equinox and to satisfy any law, regulation or authorized government request. Equinox shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on Equinox Site. Without limiting the foregoing, Equinox shall have the right to remove any material that Equinox, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

Indemnification

User agrees to defend, indemnify and hold harmless Equinox, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of Equinox Site by User or User's Account.

Termination

Either Equinox or User may terminate this Agreement at any time. Without limiting the foregoing, Equinox shall have the right to immediately terminate User's Account in the event of any conduct by User which Equinox, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

Trademarks

Equinox or any other trademarks and trade names being shown or used on the site are the property of their respective owners.

Third Party Content

Visitors may post reviews, comments, and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, abusive, obscene, threatening, defamatory, invasive of privacy, infringing on intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content.

Equinox reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Equinox and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Equinox and its affiliates and sub-licensees, the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify and keep indemnified Equinox or its affiliates for all claims resulting from content you supply. Equinox has the right but not the obligation to monitor and edit or remove any activity or content. Equinox takes no responsibility and assumes no liability for any content posted by you or any third party.

Miscellaneous

This Agreement and any operating rules for Equinox Site established by Equinox constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of India and courts in Mumbai shall have the exclusive jurisdiction to entertain and try any dispute arising out of or in relation to this Contract. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

JURISDICTION:

This Agreement shall be governed by and interpreted and construed in accordance with the laws of India. Any dispute or litigation shall be subject to the Jurisdiction of the Courts of Mumbai alone and not at any other place in India or outside its boundaries.

If at any time you believe this Equinox Site has not adhered to these principles, please notify us by e-mail to hello@shopequinox.in and we will use all commercially reasonable efforts to promptly determine and correct the problem.

If you have questions about this policy, please e-mail us at hello@shopequinox.in