



# Neonex™

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## **TERMS OF SERVICE**

### **1. GENERAL**

**In terms of Information Technology statutes, this document is an electronic record. Being generated by a computer system it does not require any physical or digital signatures.**

**This document is published in accordance with the provisions of Information Technology regulations that require publishing the rules and regulations, privacy policy and Terms of Service for access or usage of:**

- a.** The website [www.neonex.in](http://www.neonex.in) hereinafter referred to as '**Website**'), owned by Mastiska Technology Private Limited, a Company incorporated under the Companies Act, having its registered office at E407, Ivory Towers, Sector 70, S.A.S. Nagar, Chandigarh (U.T.), 160071, India. Represented by its members, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns;
- b.** For the purpose of these Terms of Service, along with any amendments to the same, and wherever the context so requires
  - i.** "**You**" or "**User**" shall mean any natural or legal person who has agreed to become a user of the Website by visiting the domain. The Website also provides certain services without registration/acceptance, and such provision of services does not absolve You of this contractual relationship.



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- ii. **"We", "Us", "Our", 'Company'** shall mean the Website and/or the Company, owned by Mastiska Technology Private Limited as the context so requires.
  - iii. The term **'Products'** refers, but is not limited to, a portable hardware device created by the Company, for generating electromagnetic waves, giving Users the ability of connecting to the internet.
  - iv. The term **'Services'** refers, but is not limited to, the retail of the above mentioned Product by the Company, including but not limited to the use of the Website for the purposes of selling, marketing and advertising the above mentioned Product.
  - v. The terms **'Sellers' and 'Vendors'** shall mean and refer to retailers of the Product i.e. the Company.
  - vi. **"Agreement"** shall mean and refer to this Terms of Service, including any amendments that may be incorporated into it.
  - vii. **"Third Party"** shall mean and refer to any individual(s), company or entity apart from the User and the Company.
- c.** The headings of each section in this Agreement are only for the purpose of organising the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained under them in any manner. Further, the headings have no legal or contractual value.
- d.** By using the Website, You accept and agree to be bound by this Agreement, the Privacy Policy, as well as rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Website,



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that shall be deemed to be incorporated into this Terms of Service and shall be considered as part and parcel of this Terms of Service.

- e. Your use of Our Website is evidence that You have read and agreed to be contractually bound by these Terms of Service and our Privacy Policy. Please read both carefully. The use of this Website by You is governed by, this policy and any policy so mentioned by terms of reference. If you do not agree with any of these terms, please discontinue using the Website.
- f. We hold the sole right to modify the Terms of Service without prior permission from You or providing notice to You. The relationship creates on You a duty to periodically check the Terms of Service and stay updated on its requirements. If You continue to use the Website or avail any of its services without registration following such change, this is deemed as consent by You to the so amended policies. Your continued use of the Website is conditioned upon your compliance with the Terms of Service, including but not limited to compliance with the Terms of Service even after alterations, if any.

## 2. ONLINE PLATFORM

[www.neonex.in](http://www.neonex.in) owned by Mastiska Technology Private Limited is a purely information based Website, created by the Company for the promotion of its Product (“**Platform**”). The Platform provides Users the facility to access information provided by the Company about the Products they are created for retail which are listed on the Website. Users are given the ability to purchase and pay for Products by being re-directed to an approved third party payment gateway via Our Website.



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### **3. ACCOUNT REGISTRATION**

If a customer wants to avail Services or purchase Products listed on the Website, registration is required. As a part of the registration, we collect basic information such as your full name, date of birth, mobile number, email address, city of residence, etc.

The Website also offers the Users an option of signing up through other third party social networking sites, including but not limited to Gmail and Facebook. Upon such signup, Our servers gain access to information about You from Your social networking account, including but not limited to Your profile, date of birth, name and gender, and all such information is stored in Our system.

Accounts on this Website are available only to those above the age of 18, barring those “Incompetent to Contract” which *inter alia* include insolvents. If You are a minor and wish to use the Website, You may do so through Your legal guardian. The Company/Website reserves the right to terminate Your account on knowledge of You being a minor and having registered on the Website or availing any of its services.

Further, at any time during Your use of this Website, including but not limited to the time of registration, You are solely responsible for protecting the confidentiality of Your username and password, and any activity under the account shall be deemed to have been done by You. In the case that You provide Us with false and/or inaccurate details or we have reason to believe that You have done so, We hold the right to permanently suspend Your account.

### **4. COMMUNICATIONS:**

By using this Website, it is deemed that You have consented to receiving telephonic calls, SMSs and/or emails from Us at any time We deem fit. Such communications shall be sent to You on the mobile number and/or email address provided by You for the use of this Website which are subject to our Privacy Policy. These



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communications include, but are not limited to contacting You through information received from Third Parties. Such communications by Us is for purposes that *inter alia* include clarification calls, marketing calls and promotional calls. In case You wish to stop receiving notifications from Us with regard to marketing and promotional calls/ with regard to any communication received from Us, You may do so by sending an email to [contact@neonex.in](mailto:contact@neonex.in).

In addition, You may also be contacted by Third Parties who may have access to the information disclosed by You or to whom We may have disclosed Your information for purposes such as, but not limited to, statistical compilations.

The sharing of the information provided by You shall be governed by our Privacy Policy at [www.neonex.in](http://www.neonex.in)

## **5. ACCOUNT AND REGISTRATION OBLIGATIONS**

You must keep your account and registration details current and correct for communications related to your Use of the Website. By agreeing to the Terms of Service, the User agrees to receive promotional communication and newsletters from the Company and its partners. The User can opt out from such communication and/or newsletters either by unsubscribing on the Website itself, or by contacting the customer services team and placing a request for unsubscribing.

Users can explore our Website and search from among different categories of the Products. Users shall then have to check out with their cart with all products that they intend to purchase.



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## **6. CHARGES:**

The usage of Website is free of cost. However, We reserve the right to amend this no-fee policy and charge Users for the services provided. In the event of such change in policy, Users shall be intimated of the same via email/telephone and such change shall be effective as soon as Users have been intimated. Subsequent to such change, it is the choice of the User whether or not to continue with the services offered by us. Provided here that, a User purchasing any of the Products listed on the Website, will be charged as per the price listed by the Vendor for that Product. Further, the Company reserves the right to charge Users an additional fee for transactions made by them using the Platform.

## **7. MODE OF PAYMENT**

The following payment options are available on the Website:

- a) Domestic and international credit cards issued by banks and financial institutions that are part of the Visa, Master Card & Amex Card networks;
- b) Visa & Master Card Debit cards;
- c) Netbanking/Direct Debit payments from select banks.



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As prescribed by the financial institutions issuing the credit or debit cards affiliated with Visa / Master Card / Amex, the User will be required to submit his/her 16-digit card number, card expiry date and 3-digit CVV number (usually on the reverse of the card) while making an online transaction. The User must also have enrolled his/her card with VBV (Verified by Visa), MSC (MasterCard Secure Code) or any other applicable provider in order to complete the transaction. The User is hereby expressly made aware that his/her card statements will reflect that a payment has been made in favour of the Company.

The User is further aware that in case of third party statements, including bank and credit card statements, the merchant name may appear in an abbreviated format, and the Company has no control over the same. To successfully subscribe on the Website, the User is required to complete the transaction by making the payment for the services opted for.

## **8. TAXES**

The User takes full responsibility for payment of all taxes and fees that are levied or arise in the course of use of the Website, including but not limited to downloading content and availing its service partner's service.

## **9. USER'S OBLIGATIONS**

The User undertakes to fulfil the following obligations. Failure to satisfy any of these obligations gives Us the right to permanently suspend Your account and/or claim damages for any losses that accrue to Us or additional costs that may be imposed on us.



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- a. You hereby certify that you are at least 18 years of age.
- b. You agree to ensure the email address provided in your account registration is valid at all times and shall keep your contact information accurate and up-to-date.
- c. You agree to comply with all local laws and regulations governing the downloading, installation and/or use of the Website, including, without limitation to, any usage rules set forth in this Agreement.
- d. You undertake not to:
  - i. Cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or software obtained from the Website. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted. Should You want to engage in one or more such actions, prior permission from Us must be obtained;
  - ii. Access (or attempt to access) the Website and/or the materials or Services by any means other than through the interface that is provided by the Website. The use of deep-link, robot, spider or other 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 Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website is prohibited. You acknowledge and agree that by accessing or using the Website Services, You may be exposed to content from other Users or Third Parties that You may consider offensive, indecent or otherwise objectionable. We





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disclaim all liabilities arising in relation to such offensive content on the Website. Further, You may report such offensive content;

- iii. use the Website in any manner that may impair, overburden, damage, disable or otherwise compromise
  - Company's Services;
  - any other party's use and enjoyment of Company's Services;
  - or the services and products of any Third Party (including, without limitation to, the Authorized Device);
- iv. use the Services or Materials for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or identity theft;
- v. abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- vi. engage in any activity that interferes with or disrupts access to the Website or the Services;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 mobile phone;
- vii. download any file posted on the Website that you know, or reasonably should know, cannot be legally distributed in such manner;
- viii. probe, scan or test the vulnerability of the Website or any connected network , nor breach the security or authentication measures on the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website, or exploit the Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification



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information, other than Your own information, as provided for by the Website;

- ix. disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, servers or networks connected to or accessible through affiliated or linked applications;
- x. use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms of Service, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website or other Third Parties;
- xi. violate any applicable laws or regulations for the time being in force within or outside your home country;
- xii. violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- xiii. threaten the unity, integrity, defence, security or sovereignty of your home country, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- xiv. disseminate information through the Website that is false, inaccurate or misleading, or violate any applicable laws or regulations for the time being in force in or outside your home country.

## **10. COPYRIGHT**

- a. All information, content, services and software displayed on, transmitted through, or used in connection with the Website, including for example news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively and hereinafter referred to as the "Content"), as well as its selection



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and arrangement, is owned by Us. You may use the Content only through the Website, and solely for your personal, non-commercial use.

- b. You may not, republish any portion of the Content on any Internet, Intranet or extranet site or incorporate the Content in any database, compilation, archive or cache. You may not distribute any Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. You may not scrape or otherwise copy our Content without permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Website, not to insert any code or product or manipulate the content of the Website in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.

## **11. COPYRIGHT COMPLAINTS**

- a. We respect the intellectual property of others. If You believe Your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on the Website, please contact Us at [contact@neonex.in](mailto:contact@neonex.in).
- b. Information and Content provided by the User by providing information to, communicating with, and/or placing material on, the Website, including for example but not limited to, communication during any registration, You represent and warrant:
  - i. You own or otherwise have all necessary rights to the content you provide and the rights to use it as provided in this Terms of Service;
  - ii. all information You provide is true, accurate, current and complete, and does not violate these Terms of Service; and



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- iii. the information and Content shall not cause injury to any person or entity. Using a name other than your own legal name is prohibited.

For all such information and material, you grant us, a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such information, in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize us to share the information across all our affiliated Websites, to include the information in a searchable format accessible by users of the Website, and to use your name and any other information in connection with its use of the material you provide. You also grant the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

## **12. AMENDMENT**

- a. We may modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or add, change and modify prices for all or part of the Services for You or for all Users at any time and in Our sole discretion. These changes shall become effective upon providing a notice of the same to You via email/ the home screen of the website. We further reserve the right to withhold, remove and or discard any content available as part of Your account, with or without notice, if deemed by Us to be contrary to this Agreement.
- b. The Website has no obligation to provide You with a copy of the information You or any other User provides on the Website or that the Website has accessed.



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- c. Further, We reserve the right, in Our sole discretion, to modify or replace any part of this Agreement at any time, effective upon the date of giving Users notice of the same. Notice shall be provided of such change via email to the Users and/ or by posting a notice on the home screen of the.

You and We both understand that there may be instances of difficulty in accessing or receiving email communication. We are not responsible if any email notice gets caught by Your SPAM folder, or if You do not see the email, or if You have given us an incorrect email id or if for any other reason You do not receive the email notice. Therefore, we encourage you to frequently open the Website to monitor any changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. Such new features and/ or services shall be subject to the terms and conditions of this Agreement.

## 13. INDEMNIFICATION

You agree to indemnify, hold harmless, and defend Us from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by or made Us in connection with any claim arising from or related to:

- a. Your use or any Third Party's use via Your account of the Service provided by the Website and its Content;
- b. Your disclosure of information to any Third Party, either through the Website or otherwise. (Please refer to our Privacy Policy for more details in this regard);
- c. Any breach or violation of this Agreement, including any amendment, or of any statute or regulation by You, or any Third Party through Your account.



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You agree to fully cooperate in indemnifying Us at Your expense. You also agree not to reach a settlement with any party without Our consent.

## **14. DISCLAIMER OF LIABILITY**

The Company will not be responsible for any damage suffered by users from use of the services on this system. This without limitation includes loss of revenue/data resulting from delays, pricing issues or service interruptions as may occur because of any act/ omission. This disclaimer of liability also 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, tortuous behavior, negligence, or under any other cause of action.

The Website is a platform for Users to undertake purchase transactions with third parties. The Company is not and cannot be a party to or control in any manner any transaction between you and the third party sellers.

In particular, neither the Website Owner nor any shareholders/members of the Company shall be liable in any way to You or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any products/services.

User reviews are provided for informational purpose only. User reviews reflect the individual reviewer's results and experiences only and are not verified or endorsed by the Company/ Website.



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## 15. DISPUTES ARISING OUT OF THIS AGREEMENT

All disputes involving but not limited to rights conferred, compensation, refunds, and other claims will be resolved through a two-step Alternate Dispute Resolution mechanism.

- a. **Stage 1: Mediation.** In case of a dispute, the matter will first be attempted to be resolved by a sole mediator who is a neutral third party and will be selected at the mutual acceptance of a proposed mediator by both parties. Both parties may raise a name for the sole mediator and in the case both parties accept the proposed name, the said person shall be appointed as sole mediator. In case the parties are not able to reach a consensus within two proposed mediators, the Company reserves the right to decide the final mediator. The decision of the mediator is binding on both parties.
- b. **Stage 2: Arbitration.** In case that mediation does not yield a suitable result or preferred by any one of the parties, arbitration may follow, the award of which is binding on both parties. The Arbitration Board shall comprise three members – one appointed by each party and the third member to be nominated by the two appointed members by mutual consent. Arbitration shall be held at Chandigarh, Punjab. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the law, rules and regulations of Chandigarh, Punjab. The exclusive jurisdiction and venue for actions and disputes may be as mentioned above, and You hereby submit to the jurisdiction of such courts.



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## 16. **PRIVACY**

We encourage you to read the Privacy Policy, and to use the information it contains to make informed decisions regarding Your personal information. Please also note that certain information, statements, data and content which You provide on the Website is likely to reveal Your information about You. You acknowledge and agree that your submission of such information is voluntary on Your part. Further, You acknowledge, consent and agree that we may access, preserve, and disclose information You provide to Us at any stage during Your use of the Website. Disclosures of information to Third Parties are further addressed in Our Privacy Policy. The data collected from the Users as well as from the Service provider may be located in servers outside of India.

## 17. **MISCELLANEOUS PROVISIONS:**

- a. **Entire Agreement:** This Agreement is the complete and exclusive statement of the agreements between You and Us with respect to the subject matter hereof and supersedes all other communications or representations or agreements (whether oral, written or otherwise) relating thereto.
- b. **Waiver:** The failure of either party at any time to require performance of any provision of this Agreement in no manner shall affect such party's right at a later time to enforce the same. No waiver by either party of any breach of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Agreement.
- c. **Severability:** If any provision of this Agreement shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired





thereby and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.