



TERMS & CONDITIONS OF USE OF *Enriching UR Skin*

These Terms & Conditions of Use apply to *Enriching UR Skin's* web site, web pages, blogs, social network pages, social network tabs, interactive features, applications, widgets and any other online or wireless offerings associated therewith that post a link to *EUS*, whether accessed via computer, mobile device or other technology.

A.) COPYRIGHT, TRADEMARK and WEBSITE/ SERVICE OWNERSHIP

All information and content available on the Site and its “look and feel”, including but not limited to logos, service marks, design, layout, questionnaire (collectively, the “Website Content excluding the images used on our website”) are the exclusive property of *Enriching UR Skin* and hence *Enriching UR Skin* reserves the right to take action against you if you breach the terms.

The *Enriching UR Skin* Website and Services and all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein are owned by *Enriching UR Skin* and are protected by applicable Indian and International copyright and other intellectual property laws.

Enriching UR Skin reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the *Enriching UR Skin* Website and Services.

You acknowledge, understand and agree that you shall not have, any ownership or other property interest in *Enriching UR Skin* website and services or any other element of the service, nor be entitled to claim, any rights in and to the *Enriching UR Skin* Website and Services and/or any portion thereof, except: (i) with respect to your own Client Submissions; and/or; (ii) to the extent of your limited rights to use the Website and Services for certain personal (non-commercial) purposes, subject to the conditions set forth in these terms and conditions.

Further, you acknowledge and agree that all rights in and to accessing the *Enriching UR Skin* website and services shall forever be owned by *Enriching UR Skin*.



COPYRIGHT INFRINGEMENT NOTIFICATION: *Enriching UR Skin* has implemented procedures for processing such claims in accordance with the law. If you believe a work of *Enriching UR Skin* has been copied in a way that constitutes copyright infringement, please send us an email at – info@enrichingurskin.com.

B.) LICENSES

Enriching UR Skin provides license only to access, view and otherwise use the *Enriching UR Skin* website and services for your personal (non-commercial), lawful use, as intended through the customary and authorized functionality of the service.

By submitting your Client Submissions on or by means of the Service you expressly acknowledge and agree that you and only you will be responsible for the content of your Client Submissions and for any consequences that may arise there from. Your Client Submissions should not infringe the intellectual property rights, privacy rights, publicity rights, or any other legal or moral rights of any third party. Also you will be responsible for maintaining the confidentiality of any username or password associated with access to the *Enriching UR Skin* Website and Services (including, without limitation, in those instances in which the Service uses the account creation mechanism and management of a third party's social network, website or device), and you are solely responsible for all activities that occur under your username and/or password.

You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Online Questionnaire of *Enriching UR Skin*. Additionally you agree not to copy, reproduce, duplicate, stream, capture, access through technology or means other than those provided on the Service, perform, transfer, sell, resell, download, upload, archive, license to others, edit, modify, manipulate, create derivative works from or based upon content or material which is part of the *Enriching UR Skin* Website and Services or publish, republish, post, transmit, publicly display, frame, link from or to, distribute, share, embed, translate, decompile, reverse engineer, translate, incorporate into any hardware or software application, use for commercial purposes, or otherwise use or exploit the Services or any component part thereof.

Any of the unauthorized uses referred to above may constitute an infringement of the copyrights and other proprietary rights of *Enriching UR Skin* and/or its licensors. A breach of these Terms, may subject you to civil and/or criminal liability under applicable laws.

C.) EXCLUSION OF COMPETITORS

If you are in the business of creating similar documents or services for the purpose of providing them to users, then you are a competitor of *Enriching UR Skin*.

Enriching UR Skin expressly excludes and does not permit you to copy/download any documents or questionnaires or any other personal/exclusive information from its website. If you breach this term then *Enriching UR Skin* will hold you; fully responsible; for any loss that it might sustain and further holds you accountable for all profits that you might make from such unpermitted or improper use. *Enriching UR Skin* reserves the right to exclude and not permit any person from using its website or any of the documents & information contained on it.

D.) DISCLAIMER

- **Information Disclaimer:** Whilst we; at all times endeavour to provide the most accurate, reliable & up-to-date information/ service through our website. The intent of the *Enriching UR Skin* website is to present the *Enriching UR Skin* team's ideas, perceptions and knowledge about a particular subject and recommended products. *Enriching UR Skin* does not warrant that the website will be uninterrupted or error-free, nor do they make any warranties or representations about the accuracy or completeness of content available on or through the service or the content of any web sites, personal social media, or other internet or mobile resources linked to the site.

- **Warranty Disclaimer:** You understand and agree that your use of the *Enriching UR Skin* website and services is at your own sole risk. *Enriching UR Skin* tries its best to help its clients with the best possible knowledge & solutions provided by our doctors and bio-scientists. The *Enriching UR Skin* website and services (or any portion of the service) is provided "as is" "with all faults" and "as available." to the fullest extent permitted by law; *Enriching UR Skin* and each of their respective officers, employees, directors, shareholders, agents, attorneys, third-party content providers, distributors, licensees or licensors (*EUS* team members) and consultant doctors expressly disclaim any and all warranties of any

kind. **Though we remain in touch with all our clients and undertake individual follow-ups for any dis-satisfaction/ issues.**

Plz note: Some people may find success with a particular product that is not recommended by ***Enriching UR Skin*** or they may find a skincare regime more beneficial than what was recommended by ***Enriching UR Skin***; that is because everyone's skin can, react to an external stimulus at some time, any product could cause a negative reaction on skin at one time or another. If you develop skin sensitivity to a product, stop using it immediately and consult our dermatologists/ cosmetologists. Though; we ensure full cooperation and support in this scenario.

Also it is an essential pre-condition to you using our website that you agree & accept that ***Enriching UR Skin*** is not legally responsible (liable) and disclaims all warranties; expressed or implied; including; but not limited to the following:

- Any errors, mistakes, or inaccuracies of content.
- Any losses or damages sustained by the user because of misuse or misapplication of the suggested/ recommended skincare products, claim or expense arising out of or in connection with any injury or disease of a person/ client.
- Any loss or damage you might suffer; related to your use of the website; whether from errors in our information, documents, service or to their correctness, suitability, and accuracy.
- Any consequential, special, indirect, or punitive damages, or for any claim by any third party.
- Any warranty written on the suggested/ recommended skincare products. These must be addressed to the respective manufacturers of the skincare products.
- Any unauthorized access to or use of ***Enriching UR Skin***'s secure servers and/or any and all personal information stored therein.
- Any interruption or cessation of transmission to or from the ***Enriching UR Skin*** Website and Services.
- Any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Service (or any parts thereof) by any third party.

- Any loss or damage of any kind incurred as a result of the use of any Client Submissions and/or other Services including any content posted, shared, forwarded, emailed, transmitted, or otherwise made available on or by means of the Service and/or otherwise through your or any other Service users' exercise of any rights under any of the licenses granted by *Enriching UR Skin* herein. *Enriching UR Skin* reserves the right, in its sole and exclusive discretion, to change, modify, add, remove or disable access to any portion of the Service.
- **Limitations; Waivers of liability:** You acknowledge and agree that, to the fullest extent permitted under applicable laws, in no event will any of the *Enriching UR Skin's* team members or consultant doctors be liable to you or anyone else under any theory of liability (whether in contract, tort, statutory, or otherwise) for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your use (or the use of anyone using an account registered to you) of the service or any parts thereof.
- **Indemnification:** To the fullest extent permissible by law, you agree to indemnify and hold harmless the team and consultant doctors of *Enriching UR Skin* from any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable outside attorneys' fees and costs) that parties/ individuals may incur as a result of or arising from (i) any of your Client Submissions; (ii) your exercise of any of your rights granted under the Licenses without your compliance with your responsibilities set forth in these Terms; (iii) the breach of any of your warranties, representations, covenants, responsibilities or other obligations set forth in these Terms; (iv) your violation of any person's intellectual property, privacy, publicity or other right; (v) the violation of any Applicable Laws and/or these Terms by you and/or anyone using your registered account to access and/or otherwise use the Service (in whole or in part); or (vi) your wilful misconduct or the wilful misconduct of anyone accessing the Service through your registered account, in connection with your (and/or such other person's) use of the Service (in whole or in part).



Enriching UR Skin reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with ***Enriching UR Skin*** in asserting any available defenses. **This provision shall remain in full force and effect notwithstanding any termination of your use of the Service.**

Notwithstanding all of the above, nothing in these Terms is intended to or will exclude or limit the liability of any party/ individual which cannot be excluded or limited by law.

E.) RESPONSIBILITIES/ RESTRICTIONS OF USE

- You will not use any of the rights granted to you or any of the Services or content therein in a manner that suggests an association with any of ***Enriching UR Skin's*** services or brand.
- You will abide by all copyright notices, information, and restrictions contained in or associated with any of the Service content.
- You will not create or Submit or re-publish a Client Submission that is unlawful, grossly offensive, pornographic, obscene, defamatory, libellous, threatening, discriminatory, harassing, bullying, vulgar, indecent, profane, hateful, racially, culturally or ethnically offensive, or that encourages criminal conduct, or that gives rise, or potentially gives rise, to civil or criminal liability, or that violates any applicable laws, rules, regulations or regulatory guidelines under the laws of India including specifically but not limited to under the Information Technology Act 1999 ("Applicable Laws"), or that infringes or violates other parties' intellectual property, publicity, or privacy rights or links to infringing or unauthorized content.
- You will not send spam, chain letters, pyramid schemes or any other unsolicited or unauthorized advertising or promotional materials, or harass, cause mental or physical distress or defame or disparage someone, or engage in any other unlawful or objectionable conduct while using the Service.
- You will provide accurate, current and complete information about you or anyone else, and you will not provide false information about you or anyone else (including, without limitation, when you are being asked on the Service to provide accurate information about your age), and

- you will not impersonate or appear to impersonate anyone else or otherwise misrepresent your affiliation with any person or entity.
- You will not interfere with or disrupt, or attempt to interfere with or disrupt, the operation of the Service (or any parts thereof).
 - You will not remove, alter, interfere with or circumvent any copyright, trademark, watermark, or other proprietary notices marked/displayed on Service content, Software or any Service feature. You will not remove, alter, interfere with or circumvent any digital rights management mechanism, device or other content protection or access control measure (including, without limitation of encryption) associated with Service content.
 - You will not use bots, spiders, offline readers or other automated systems to access or use the Service in a manner that sends more request messages to the Service's servers in a given period of time than a human can reasonably produce in the same period by using a conventional Web browser.
 - You will not knowingly transmit any material that contains adware, malware, spyware, software viruses, time bombs, cancel bots, worms, trojan horses, clear graphics interchange formats ("gifs"), web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms") or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
 - You will not do anything that is likely to adversely affect or reflect negatively upon or harm the goodwill or reputation of ***Enriching UR Skin*** or any of its affiliates, or the Service, or any of the content running on the website.
 - You will not do anything on the ***Enriching UR Skin*** Website and Services that would prevent other users' access to or use of the ***Enriching UR Skin*** Website and Services or any part thereof.
 - You shall not access the Services if you are under the age of 18. You shall monitor your access to the Service to restrict use by minors. You accept full responsibility for any unauthorized use of the Service by minors in connection with your access.
 - You shall not access the Services using a false identity or information, or on behalf of someone other than yourself.
 - You shall not use the Services if you are a convicted sex offender.
 - You will not, under any circumstances, engage in any act that ***Enriching UR Skin*** deems to be in conflict with the spirit or intent of

- the Service, including but not limited to circumventing or manipulating these Terms or any other policies.
- You will not, under any circumstances, use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the Service or any associated game experience.
 - You will not, under any circumstances, attempt to gain unauthorized access to the Services, access granted to others or to the computers, the servers on which the Services run, or networks connected to the Services by any means other than the user interface provided by *Enriching UR Skin*, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Services.
 - You will not, under any circumstances, intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server, or the Service, whether through the use of a network analyzer, packet sniffer or other device.

The content on the *Enriching UR Skin* website may not be accurate from all aspects. There is a likelihood that other third party specialists and experts may differ in their views and results with respect to the content provided on the Website or any part thereof.

Enriching UR Skin is not responsible for any conflict of interest arising from any aspect of the information or services provided on the *Enriching UR Skin* website. The content on the Website or any suggestions therein may change with time due to new studies and the author is not liable for any problem arising thereof.

F.) EXTERNAL LINKS

We might provide links to external websites whose content we believe might be of interest to our visitors. Any charges or obligations you incur in your dealings with these third parties are your responsibility. *Enriching UR Skin* makes no representation or warranty regarding any content, goods and/or services provided by any third party even if linked to from our Service, and will not be liable for any claim relating to any third party content, goods and/or services.



Further, the inclusion of any link does not imply endorsement by *Enriching UR Skin* of these linked sites. While these websites have been initially reviewed by our staff for appropriateness for our audience, we do not control the privacy practices of these external sites. You specifically acknowledge that *Enriching UR Skin* is not liable, and you agree not to seek to hold them liable, for the conduct of third parties, including other users of the service and operators of external sites, and that the risk of the service and external sites and of injury from the foregoing rests entirely with you.

Also you understand and agree that if you access the Service through or on a third party social networking site or other Personal Social Media, you shall comply with the relevant third party site's terms of service/use as well as these Terms. Therefore before using these websites, we recommend that you review their user and privacy policies.

G.) TERMS FOR WEBSITE ACCESS FROM OUTSIDE INDIA

Enriching UR Skin's services are targeted to the residents of India, but it may be accessed in other parts of the world. If you are not an Indian resident and yet use our website or the Services, you acknowledge, understand and agree that you are doing so on your own initiative and at your own risk and that it is your responsibility (and not ours) to make sure that your use of the Services complies with all applicable local laws in the jurisdiction from where you access or use the Service.

Transfer of Information: If you are not a resident of India, by submitting your personally identifiable information on the site, you express your consent to the transfer of such data to outside your country of residence, and to the processing of such data by *Enriching UR Skin*; where your data will be governed by laws of that country and that may provide a lower (or different) level of data protection than your country.

H.) TERMS PERTAINING TO THE FEES CHARGED FOR OUR SERVICES

The fees charged for our services (direct or indirect as in the case of face to face consultation with our dermatologists/ cosmetologists) is **non-refundable, except in special cases** (like software error or error from our hosting domain or website hacking). *Enriching UR Skin* has the right to consider each case individually and act as per its own discretion. To the



extent permissible under applicable laws, under no circumstances will the **Enriching UR Skin** team be liable to you for more than the amount you have paid **Enriching UR Skin** in the ninety days (90) days immediately preceding the date on which you first assert any such claim. You acknowledge and agree that if you have not paid **Enriching UR Skin** any amounts in the ninety days (90) days immediately preceding the date on which you first assert any such claim, your sole and exclusive remedy for any dispute with **Enriching UR Skin** is to stop using the service and to cancel your account.

Enriching UR Skin also holds the right to revise the fee charged for its services anytime without prior intimation.

You understand and agree that you are responsible for paying all taxes levied in connection with your use of the Services. Your Credit Card Company or bank may impose on you other fees, such as foreign exchange fees, in connection with your payment of the Fees. Your ability to access the Services may require payment of third-party fees (such as telephone toll charges, mobile carrier fees, ISP, data plan, etc.). **Enriching UR Skin** has no connection to or responsibility for such fees. Such fee is not refundable in any circumstance.

I.) GOVERNING LAW and DISPUTE RESOLUTION

Enriching UR Skin has been registered under the laws of India; governed under Noida, U.P. The legal consultant of **Enriching UR Skin** is a **practicing advocate of Delhi & NCR**. The mentioned terms shall be construed and enforced in accordance with the laws of India without regard to any choice of law or conflict of laws principles, regardless of where you live.

All actions or proceedings arising in connection with, touching upon or relating to these terms, or the site, or the breach of these terms shall be submitted in the courts of Noida NCR region, India; this provision shall remain in full force and effect notwithstanding any termination of your use of the service.

Enriching UR Skin may assign or delegate these Terms of Use and/or the **Enriching UR Skin** Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Use or Privacy Policy without **Enriching UR Skin's** prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.



J.) TERMINATION

You understand and agree that *Enriching UR Skin* may, in its sole discretion and at any time, terminate or temporarily suspend your rights under any of the licenses and otherwise terminate your access to the services, and discard, remove, and/or disable or deactivate any or all of your Client Submissions that you submitted to or by means of the services and/or any other information and data that you (and/or anyone else) may have provided to or by means of the services, for any reasons with or without notice. Termination of your access can include disabling your access to all of the Services or any part thereof including any content you submitted or others submitted. As far as permitted under law *Enriching UR Skin* shall not be liable for any claim with respect to such termination.

K.) AMENDMENT OF TERMS

We reserve the right; in our sole discretion; to change, modify, add or remove portions of these terms at any time without any prior notice. Please check these terms regularly prior to using our website to ensure you are aware of any changes. If you choose to use our website then we will regard that use as conclusive evidence of your agreement & acceptance that these terms govern; your and *Enriching UR Skin* rights & obligations to each other. These Terms of Use, any Special Rules and any documents expressly incorporated by reference herein (including *Enriching UR Skin* Privacy Policy), contain the entire understanding of you and *Enriching UR Skin*, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and us with respect to the Service.

EFFECTIVE DATE:- 9th March 2016