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### **YOUR MEMBERSHIP ACCOUNT**

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You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

The technical operation of your site and all related equipment

Ensuring the display of Special Links on your site does not violate any agreement between you and any third party (including without limitation any restrictions or requirements placed on you by a third party that hosts your site)

Creating and posting Product descriptions on your site and linking those descriptions to the XARA FLOWERS ([www.xaraflowers.com](http://www.xaraflowers.com)) Site catalog

The accuracy and appropriateness of materials posted on your site (including, among other things, all Product-related materials and any information you include within or associate with Special Links)

Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)

Ensuring that materials posted on your site are not libelous or otherwise illegal

Ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site. We also advise you to strictly abide by the terms narrated in Clause 1 above of this terms and conditions and any non-observance of the terms therein shall determine our association with immediate effect.

## **COMPLIANCE WITH LAWS**

As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing email and all other anti-spam laws.

## **TERM OF THE AGREEMENT**

The term of this Agreement will begin upon our acceptance of your Program Application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to the XARA FLOWERS ([www.xaraflowers.com](http://www.xaraflowers.com)) Site, and all of our trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. You are eligible to earn referral fees only on sales of Qualifying Products that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Effect of Termination: Upon termination of this Agreement by either side you will cease to be an affiliate and shall remove all links to the XARA FLOWERS ([www.xaraflowers.com](http://www.xaraflowers.com)) site as detailed in clause 12 herein above and non-removal of links and use of all or any of our trademark, trade dress, logos and price are treated as illegal crawling and infringement of our Trademark.

## **MODIFICATION**

We may modify any of the terms and conditions contained in this Agreement, without prior notice at any time and in our sole discretion, by posting a change notice or a new agreement on the XARA FLOWERS ([www.xaraflowers.com](http://www.xaraflowers.com)) Site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the program following our posting of a change notice or new agreement on the XARA FLOWERS ([www.xaraflowers.com](http://www.xaraflowers.com)) site will constitute binding acceptance of the change.

## **Relationship of Parties**

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations

on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this clause.

### **Limitation of Liability**

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

### **Disclaimers**

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the XARA FLOWERS ([www.xaraflowers.com](http://www.xaraflowers.com)) Site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

### **Independent Investigation**

You acknowledge that you have read this agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this agreement or operate web sites that are similar to or compete with your web site. You have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

### **Agreement Changes**

We may in our discretion change these Terms, XARA FLOWERS ([www.xaraflowers.com](http://www.xaraflowers.com)) Conditions of Use and Privacy Notice, or any aspect of Prime membership, without notice to you. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

### **APPLICABLE LAW**

These Terms of Sale shall be governed in accordance with the laws of India without reference to conflict of laws principles. You acknowledge that these Terms of Sale are solely for Your benefit. It is not for the benefit of any other person, except for Your successors and permitted assigns.

### **SITE POLICIES, MODIFICATION, AND SEVERABILITY**

Please review our other policies, such as our “Privacy Policy” and “Refund policy”, posted on this site. These policies also govern your visit to XARA FLOWERS ([www.xaraflowers.com](http://www.xaraflowers.com)). We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### **QUESTIONS:**

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link in the side menu. Or you can email us at: Website- [http:// www.xaraflowers.com/](http://www.xaraflowers.com/)

### **Arbitration**

For Arbitrary process you have to contact our Grievance officer “name of the officer”.

### **Grievance Officer**

If you find any discrepancies or have any grievances in relation to the collection, storage, use, disclosure and transfer of Your Personal Information under this Privacy Policy or any terms of XARA FLOWERS ([www.xaraflowers.com](http://www.xaraflowers.com)) Terms of Use, Term of Sale and other terms and conditions or polices of any XARA FLOWERS ([www.xaraflowers.com](http://www.xaraflowers.com)) entity, please contact the following:

### **XARA FLOWERS-**

Grievance officer NAME- [.....], the designated grievance officer under Information Technology Act, 2000;

Email: [sslawan@badvegroup.com](mailto:sslawan@badvegroup.com)

Phone: +91 9881150413

Address- Badve Engineering Limited(Flori). Floriculture Plot No:09, M.I.D.C. Area, Talegaon-Floriculture Park, Pune – 410560.

Website- [http:// www.xaraflowers.com/](http://www.xaraflowers.com/)

The details of the grievance officer may be changed by us from time to time by updating this Privacy Policy.