

TERMS AND CONDITIONS

Welcome to Elixia Tech!

These terms and conditions outline the rules and regulations for the use of **Elixia tech Solutions Ltd's** Website, located at <https://elixia.tech/>.

By accessing this website we assume you accept these terms and conditions. Do not continue to use Elixia Tech if you do not agree to take all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person log on this website and compliant to the Company's terms and conditions. "The Company", "Elixia Tech", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

COOKIES:

We employ the use of cookies. By accessing **Elixia Tech**, you agreed to use cookies in agreement with the Elixia Tech Solutions Ltd's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

LICENSE:

Unless otherwise stated, **Elixia Tech** and/or its licensors own the intellectual property rights for all material on Elixia Tech. All intellectual property rights are reserved. You may access this from Elixia Tech for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Republish material from Elixia Tech
- Sell, rent or sub-license material from Elixia Tech
- Reproduce, duplicate or copy material from Elixia Tech
- Redistribute content from Elixia Tech

This Agreement shall begin on the date hereof.

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. **Elixia Tech** does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of **Elixia Tech**, its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, **Elixia Tech** shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Elixia Tech reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

- You warrant and represent that:
- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant **Elixia Tech** a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

HYPERLINKING TO OUR CONTENT

- The following organizations may link to our Website without prior written approval:
- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms; and
- educational institutions and trade associations

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of **Elixia Tech**; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to **Elixia Tech**. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of **Elixia Tech**'s logo or other artwork will be allowed for linking absent a trademark license agreement.

IFRAMES:

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

CONTENT LIABILITY:

We shall not be hold responsible for any content that appears on your Website. You agree to protect and defend us against all claims that is rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

YOUR PRIVACY:

Please read Privacy Policy

RESERVATION OF RIGHTS:

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and it's linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

REMOVAL OF LINKS FROM OUR WEBSITE:

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

DISCLAIMER:

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

PRIVACY POLICY

Elixia Tech Solutions Ltd ("Elixia Tech") recognizes the importance of maintaining your privacy. We value your privacy and appreciate your trust in us. This Privacy Policy sets out how **we** uses and protects any information that you provide **us** when you use this <https://elixia.tech/> or the **Elixia Tech** mobile application or any other digital medium and other offline sources of our Company. **Elixia Tech** is committed to ensure that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this Privacy Policy as it describes how we treat user information we collect from you, the policies and procedures on the collection, use, disclosure and protection of your information when you use our Platform.

This Privacy Policy applies to current and former visitors to our **Elixia Tech** Platform and to our online customers. By visiting and/or using our website, you agree to this Privacy Policy. **Elixia Tech** may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

<https://elixia.tech/> is a property of **Elixia tech Solutions Ltd, Public Limited**, established under laws of India, having its registered office at **715, Neelkanth Corporate Park, Near Vidyavihar Station, Vidyavihar West, Mumbai – 400 086, Maharashtra, India.**

DEFINITIONS:

The terms "**Elixia Tech**", "**Company**", "**we**", "**us**" and "**our**" refer to the **Elixia Tech Solutions Ltd.**

The term "**Elixia Tech** Platform" refers to <https://elixia.tech/> or the **Elixia Tech** mobile application or any other digital medium and other offline sources.

The terms "you" and "your" refer to the user of the <https://elixia.tech/>.

The term "Group" means, with respect to any person, any entity that is controlled by such person, or any entity that controls such person, or any entity that is under common control with such person, whether directly or indirectly, or, in the case of a natural person, any Relative (as such term is defined in the Companies Act, 1956 and Companies Act, 2013 to the extent applicable) of such person.

The term "Services" refers to any services offered by **Elixia Tech.**

The term "Policy" refers to this Privacy Policy.

Please read this Policy before using the **Elixia Tech** Platform or submitting any personal information to **Elixia Tech.** This Policy is a part of and incorporated within, and is to be read along with, the Terms of Use.

INFORMATION WE COLLECT FROM YOU:

Contact information:

We might collect your **Name, Email, Phone, Address, IP Address.**

Payment and billing information:

We might collect your billing name, billing address and payment method when you buy a product/service. We NEVER collect your credit card number or credit card expiry date or other details pertaining to your credit card on our website. Credit card information will be obtained and processed by our online payment partner.

Information you post:

We collect information you post in a public space on our **Elixia Tech** Platform or on a third-party social media site belonging to **Elixia Tech**.

Usage and Preference Information:

We collect information as to how you interact with our Services, preferences expressed and settings chosen. **Elixia Tech** Platform includes the **Elixia Tech** advertising services ("Ad Services"), which may collect user activity and browsing history within the **Elixia Tech** Platform and across third-party sites and online services, including those sites and services that include our ad pixels ("Pixels"), widgets, plug-ins, buttons, or related services or through the use of cookies. Our Ad Services collect browsing information including, without limitation, your Internet protocol (IP) address and location, your login information, browser type and version, date and time stamp, user agent, **Elixia Tech** cookie ID (if applicable), time zone setting, browser plug-in types and versions, operating system and platform, and other information about user activities on the **Elixia Tech** Platform, as well as on third party sites and services that have embedded our Pixels, widgets, plug-ins, buttons, or related services.

Transaction Information:

We collect transaction details related to your use of our Services, and information about your activity on the Services, including the full Uniform Resource Locators (URL), the type of Services you requested or provided, comments, domain names, search results selected, number of clicks, information and pages viewed and searched for, the order of those pages, length of your visit to our Services, the date and time you used the Services, amount charged, details regarding application of promotional code, methods used to browse away from the page and any phone number used to call our customer service number and other related transaction details.

Stored information and files:

Elixia Tech Solutions Ltd mobile application (**Elixia Tech** app) may also access metadata and other information associated with other files stored on your mobile device. This may include, for example, photographs, audio and video clips, personal contacts and address book information. If you permit the **Elixia Tech** app to access the address book on your device, we may collect names and contact information from your address book to facilitate social interactions through our services and for other purposes described in this Policy or at the time of consent or collection. If you permit the **Elixia Tech** app to access the calendar on your device, we collect calendar information such as event title and description, your response (Yes, No, Maybe), date and time, location and number of attendees. If you are a partner company, we will, additionally, record your calls with us made from the device used to provide Services, related call details, SMS details location and address details.

Demographic information:

We may collect demographic information about you, events you like, events you intend to participate in, tickets you buy, or any other information provided by you during the use of **Elixia Tech** Platform. We might collect this as a part of a survey also.

Other information:

If you use **Elixia Tech** Platform, we may collect information about your IP address and the browser you're using. We might look at what site you came from, duration of time spent on our website, pages accessed or what site you visit when you leave us. We might also collect the type of mobile device you are using, or the version of the operating system your computer or device is running.

WAYS OF COLLECTING INFORMATION:**We collect information directly from you:**

We collect information directly from you when you register on **Elixia Tech** Platform. We also collect information if you post a comment on **Elixia Tech** Platform or ask us a question through phone or email or any other source of communication.

We collect information from you passively:

We use tracking tools like **Google Analytics** for collecting information about your usage of our website.

We get information about you from third parties:

We may receive information about you from third parties, such as other users, partners (including ad partners, analytics providers, search information providers), or our affiliated companies or if you use any of the other websites/apps we operate or the other Services we provide. Users of our Ad Services and other third- parties may share information with us such as the cookie ID, device ID, or demographic or interest data, and information about content viewed or actions taken on a third-party website, online services or apps. For example, users of our Ad Services may also be able to share customer list information (e.g., email or phone number) with us to create customized audience segments for their ad campaigns.

When you sign in to **Elixia Tech** Platform with your SNS account, or otherwise connect to your SNS account with the Services, you consent to our collection, storage, and use, in accordance with this Policy, of the information that you make available to us through the social media interface. This could include, without limitation, any information that you have made public through your social media account, information that the social media service shares with us, or information that is disclosed during the sign-in process. Please see your social media provider's privacy policy and help center for more information about how they share information when you choose to connect your account.

If you are a partner company, we may, additionally, receive feedback and rating from other users.

USE OF YOUR PERSONAL INFORMATION:**We use information to contact you:**

We might use the information you provide to contact you for confirmation of a purchase on **Elixia Tech** Platform or for other promotional purposes.

We use information to abide by the contracts:

We might use the information you provide to carry out our obligations arising from any contracts entered into between you and us and to provide you with the relevant information and services.

We use information to respond to your requests or questions:

We might use Your information to confirm your registration for rendering services we offer.

We use information to improve our products and services: We might use your information to customize your experience with us. This could include displaying content based upon your preferences. We might also use your information to understand our users (what they do on our Services, what features they like, how they use them, etc.), improve the content and features of our Services (such as by personalizing content to your interests), process and complete your transactions, make special offers, provide customer support, process and respond to your queries and to generate and review reports and data about, and to conduct research on, our user base and Service usage patterns. If you are a partner company, we may use the information to track the progress of your service to our customers.

We use information to look at site trends and customer interests:

We may use your information to make our website and products better. We may combine information we get from you with information about you we get from third parties. We may use your information to provide you with information about services we consider similar to those that you are already using, or have enquired about, or may interest you. If you are a registered user, we will contact you by electronic means (e-mail or SMS or telephone) with information about these services.

We use information for security purposes:

We may use information to protect our company, our customers, or our **Elixia Tech** Platform.

We use information for marketing purposes:

We might send you information about special promotions or offers. We might also tell you about new features or products or enroll you in our newsletter. These might be our own offers or products, or third-party offers or products we think you might find interesting. We may use the information to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you.

We use information to send you transactional communications:

We might send you emails or SMS about your account or purchase of our product.

We use information as otherwise permitted by law:

We may combine the information that we receive from third parties with the information you give to us and information we collect about you for the purposes set out above. Further, we may anonymize and/or de-identify information collected from you through the Services or via other means, including via the use of third-party web analytic tools. As a result, our use and disclosure of aggregated and/or de-identified information is not restricted by this Policy, and it may be used and disclosed to others without limitation.

We analyze the log files of our **Elixia Tech** Platform that may contain Internet Protocol (IP) addresses, browser type and language, Internet service provider (ISP), referring, app crashes, page viewed and exit websites and applications, operating system, date/time stamp, and clickstream data. This helps us to administer the website, to learn about user behavior on the site, to improve our product and services, and to gather demographic information about our user base as a whole.

SHARING/DISCLOSURE/DISTRIBUTION OF YOUR INFORMATION WITH THIRD-PARTIES:

We will share information with third parties who perform services on our behalf:

We may share your information with our vendors, consultants, marketing partners, research firms and other service providers or business partners, such as payment processing companies, to support our business. For example, your information may be shared with outside vendors to send you emails and messages or push notifications to your devices in relation to our Services, to help us analyze and improve the use of our Services, to process and collect payments. We may also use vendors for other projects, such as conducting surveys or organizing sweepstakes for us. Some vendors may be located outside of India.

We will share information with Advertisers and advertising networks:

We may work with third parties such as network advertisers to serve advertisements on the **Elixia Tech** Platform and on third-party websites or other media (e.g., social networking platforms). These third parties may use cookies, JavaScript, web beacons (including clear GIFs), Flash LSOs and other tracking technologies to measure the effectiveness of their ads and to personalize advertising content to you.

While you cannot opt out of advertising on the **Elixia Tech** Platform, you may opt out of much interest-based advertising on third party sites and through third party ad networks (including DoubleClick Ad Exchange, Facebook Audience Network and Google AdSense). Opting out means that you will no longer receive personalized ads by third parties ad networks from which you have opted out, which is based on your browsing information across multiple sites and online services. If you delete cookies or change devices, your 'opt out' may no longer be effective to fulfill the purpose for which you provide it.

We will share information with our business partners:

This includes a third party who provide us various services. Our partners use the information we give them as described in their privacy policies. While you place a request to order through the **Elixia Tech** Platform, your information is provided to us and to the vendors with whom you may choose to order. In order to facilitate your online order processing, we provide your information to that vendors in a similar manner as if you had made a goods/products/food order directly with the vendors. If you provide a mobile phone number, **Elixia Tech** may send you text messages regarding the orders delivery status.

We will share information with Other Users:

If you are a delivery partner, we may share your name, phone number and/or profile picture (if applicable), tracking details with other users to provide them the Services.

We may share information if we think we have to in order to comply with the law or to protect ourselves:

We may also share it if a government agency or investigatory body or other companies assisting us, requests when we are:

Obligated under the applicable laws or in good faith to respond to court orders and processes; or Detecting and preventing against actual or potential occurrence of identity theft, fraud, abuse of Services and other illegal acts; Responding to claims that an advertisement, posting or other content violates the intellectual property rights of a third party; Under a duty to disclose or share your personal data in order to enforce our Terms of Use and other agreements, policies or to protect the rights, property, or safety of the Company, our customers, or others, or in the event of a claim or dispute relating to your use of our Services. This includes exchanging information with other companies and organizations for the purposes of fraud detection and credit risk reduction.

We may share information for Internal Use or may share it with any successor to all or part of our business:

For example, if part of our business is sold, we may give our customer list as part of that transaction. We may also share your information with any present or future member of our "Group" (as defined above) or affiliates for our internal business purposes

We may share your information for reasons not described in this policy:

We may share your information other than as described in this Policy if we notify you and you consent to the sharing. We will tell you before we do this.

YOUR CONSENT:

By using the **Elixia Tech** Platform and the Services provided therein, you agree and consent to the collection, transfer, use, storage, disclosure and sharing of your information as described and collected by us in accordance with this Policy. If you do not agree with the Policy, please do not use or access the **Elixia Tech** Platform.

COOKIES:

Our **Elixia Tech** Platform and third parties with whom we partner, may use cookies, pixel tags, web beacons, mobile device IDs, "flash cookies" and similar files or technologies to collect and store information with respect to your use of the Services and third-party websites.

Cookies are small files that are stored on your browser or device by websites, apps, online media and advertisements. We use cookies and similar technologies for purposes such as:

Authenticating users;

Remembering user preferences and settings; determining the popularity content; Delivering and measuring the effectiveness of advertising campaigns; Analyzing site traffic and trends, and generally understanding the online behaviors and interests of people who interact with our services. A pixel tag (also called a web beacon or clear GIF) is a tiny graphic with a unique identifier, embedded invisibly on a webpage (or an online ad or email), and is used to count or track things like activity on a webpage or ad impressions or clicks, as well as to access cookies stored on users' computers. We use pixel tags to measure the popularity of our various pages, features and services. We also may include web beacons in e-mail messages or newsletters to determine whether the message has been opened and for other analytics.

To modify your cookie settings, please visit your browser's settings. By using our Services with your browser settings to accept cookies, you are consenting to our use of cookies in the manner described in this section.

We may also allow third parties to provide audience measurement and analytics services for us, to serve advertisements on our behalf across the Internet, and to track and report on the performance of those advertisements. These entities may use cookies, web beacons, SDKs and other technologies to identify your device when you visit the **Elixia Tech** Platform and use our Services, as well as when you visit other online sites and services.

Please see our Cookie Policy here for more information regarding the use of cookies and other technologies described in this section, including regarding your choices relating to such technologies.

DATA SECURITY PRECAUTIONS:

We have in place appropriate technical and security measures to secure the information collected by us. We use vault and tokenization services from third party service providers to protect the sensitive personal information provided by you. The third-party service providers with respect to our vault and tokenization services and our payment gateway and payment processing are compliant with the payment card industry standard (generally referred to as PCI compliant service providers). You are advised not to send your full credit/debit card details through unencrypted electronic platforms where we have given you (or where you have chosen) a username and password which enables you to access certain parts of the **Elixia Tech** Platform, you are responsible for keeping these details confidential. We ask you not to share your password with anyone.

Please be aware that the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted through the **Elixia Tech** Platform. Once we have received your information, we will use strict physical, electronic, and procedural safeguards to try to prevent unauthorized access.

Email OPT-OUT:

You can opt out of receiving our marketing emails. To stop receiving our promotional emails, please email (sales@elixiatech.com). It may take about 3 days to process your request. Even if you opt out of getting marketing messages, we will still be sending you transactional messages through email and SMS about your purchases.

THIRD PARTY SITE :

The **Elixia Tech** Platform may contain links to other websites. If you click on one of the links to third party websites, you may be taken to websites we do not control. Any personal information about you collected whilst visiting such websites is not governed by this Policy. **Elixia Tech** shall not be responsible for and has no control over the practices and content of any website accessed using the links contained on the **Elixia Tech** Platform. Read the privacy policy of other websites carefully as this policy does not apply to the privacy practices of those websites. We are not responsible for these third-party sites.

This Policy shall also not apply to any information you may disclose to any of our service providers/service personnel which we do not require you to disclose to us or any of our service providers under this Policy.

GRIEVANCE OFFICER:

For any grievances related with collection and use of Personal & Sensitive Personal Information please contact: Grievance Officer E-mail address: sales@elixiatech.com

Note:

- Please include the following subject line in the email – "Attention: Grievance Officer"
- We will strive to address your feedback and concerns in a timely and effective manner

JURISDICTION:

If you choose to visit the website, your visit and any dispute over privacy is subject to this Policy and the website's terms of use. In addition to the foregoing, any disputes arising under this Policy shall be governed by the laws of India.

If you have any queries relating to the processing or usage of information provided by you in connection with this Policy or other privacy concerns, you can email us at [**sales@elixiatech.com**](mailto:sales@elixiatech.com).

REFUND AND CANCELLATION POLICY

1. POLICY:

This payment and refunds policy (the "Policy") establishes the terms and conditions governing:

- (i) the payments to be made to Elixia Tech Solutions Limited ("Elixia Tech"); and
 - (ii) refunds in the form of credits for future matches (if any) required to be made to you, with respect to the Payment (as defined below) made by you to Elixia Tech, for the services provided by Elixia Tech.
- Elixia Tech may, from time to time, revise and amend this Policy.

2. PAYMENT GATEWAY:

- 2.1 All payments for Elixia Tech's online platform services will be made through an electronic and automated collection and remittance service (the "Payment Gateway") hosted on the site through payment gateway service providers (the "Service Providers").
- 2.2 The Payment Gateway service is provided to you in order to facilitate your purchase of Elixia Tech 's online services. Elixia Tech makes no representation of any kind, express or implied, as to the operation of the Payment Gateway. You expressly agree that your use of the Payment Gateway is entirely at your own risk.
- 2.3 Elixia Tech does not collect and store any payment and other details provided by you for transacting through the Payment Gateway.

3. TRANSACTION PROCESS AND REFUND POLICY:

The procedure adopted for payments to Elixia Tech is as follows:

- 3.1 You will have to make a payment of the prescribed platform fee to confirm your 'interest' for a deal provided by Elixia Tech. Upon the successful payment of the fee ("Payment"), a receipt containing the details of the Payment will be generated;
- 3.2 Once the payment is complete, Elixia Tech does not Guarantee to provide refund, if you later decide to cancel the platform subscription. Our effort is to try and offer you the best possible service in a timely manner and to your satisfaction. Once order is confirmed, and the payment is made Elixia Tech reserves it right to hold that payment.

4. LIMITATION OF LIABILITY:

- 4.1 In no event shall Elixia Tech be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, data or other intangible losses arising out of or in connection with the access to, use of, or reliance on the Payment Gateway services.
- 4.2 Elixia Tech assumes no liability whatsoever for any monetary or other damage suffered by you on account of:
 - a) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway; or
 - b) any interruption or errors in the operation of the Payment Gateway.
 - c) You agree, understand and confirm that personal data including without limitation details relating to debit card/credit card transmitted over the internet is susceptible to misuse, theft and/or fraud and that Elixia Tech has no control over such matters. Elixia Tech does not represent or guarantee that the use of the Payment Gateway will not result in theft and/or unauthorized use of data over the internet.

5. BANKING DETAILS:

- 5.1 The records of Elixia Tech and/or the Payment Service Provider, generated by the transactions arising out of the use of Elixia Tech service, including the time the transaction is recorded, shall be conclusive proof of the genuineness and accuracy of the transaction.

5.2 The details provided by you for use of the Payment Gateway will be correct and accurate and you shall not use a debit/credit card/ net banking which is not lawfully owned by you. You further agree and undertake to provide correct and valid debit/credit card / net banking details.

5.3 In default of the above conditions, Elixia Tech shall be entitled to recover the amount of the transaction from you. Further, Elixia Tech also reserves the right to initiate any legal action for recovery of cost / penalty or any other measures, as it may deem fit.

6. GOVERNING LAW AND JURISDICTIONS:

This Policy shall be governed by the laws of India, without giving effect to the principles of conflict of law provisions thereof. Further, the courts at Mumbai shall have exclusive jurisdiction for all matters related to, arising out of or in connection with this Policy.