

## Brand: Terms & Conditions

### Agreement

By mere use of the Virgio website or mobile app, the User shall be legally contracting with Virgio and these Brand Terms & Conditions ("T&C") including the policies constitute the User's binding obligations, with Virgio.

### Changes to the Terms & Conditions of usage of the Virgio website or mobile app

Virgio reserves the right, at our sole discretion to change, modify, add, or remove portions of these Terms & Conditions, at any time without any prior written notice to the User. By continuing to use the Virgio website or mobile app, the User will be deemed to accept the updated T&C and agrees to be bound by them.

In case of any question/query about the T&C or any comments or complaints on or about our Virgio website or mobile app, please email us at [care.in@virgio.com](mailto:care.in@virgio.com)

### Eligibility to use the Virgio website and mobile app

The use of the Virgio website or mobile app is available only to a person who can form legally binding contracts under the Indian Contract Act, 1872 or any corresponding or equivalent national laws or regulations of the User that regulates the requirements for legally binding agreements.

We reserve the right to terminate the User's membership and/or refuse to provide access to the Virgio website or mobile app, if it is brought to our notice or if we discover that the User is a minor.

### Intellectual Property Rights

The content of the Virgio website or mobile app is protected by copyright, trademarks, or any other intellectual property rights by whatever name is called. A User may retrieve and display the content of the Virgio website or mobile app on a computer screen or handphone display screen, as the case may be, but not any server or other storage device connected to a network. A User may print a copy of the content for his/her personal use (i.e., non-commercial use) provided the User keeps intact all copyright and proprietary notices.

THE USER SHALL NOT OTHERWISE REPRODUCE, MODIFY, COPY OR DISTRIBUTE OR USE FOR COMMERCIAL PURPOSES ANY OF THE MATERIALS OR CONTENT ON THE VIRGIO WEBSITE WITHOUT WRITTEN PERMISSION FROM VIRGIO.

### Copy Rights and Trademark

Virgio, its suppliers, and licensors hereby expressly reserve all intellectual property rights in all contents be it in the form of text, pictures, products, programs, processes, technology, and other materials, by whatever name called, which appears on the Virgio website or mobile app.

Access to the Virgio website or mobile app shall not confer and shall not be considered as conferring upon anyone any license under any of Virgio or any third-party's intellectual property rights. All rights, by whatever name called, including copyright, in the Virgio website or mobile app are owned by or licensed to Virgio. Any use of the Virgio website or mobile app or its contents, including but not limited to copying or storing it, whether in whole or part, other than for the User's personal use (i.e., non-commercial use) is prohibited without the permission of Virgio.

The logos, names, design marks, slogans, tag lines, punch lines, and all related product and service names are trademarks or service marks of Virgio and its affiliates, partners, or its suppliers. All such marks are the property of the respective companies. Access to the Virgio website or mobile app does not authorize anyone to use any names, marks, products, or services of third- parties or hypertext links to third-party websites. The information is provided solely for convenience and does not in any way constitute (including by implication) Virgio endorsement, recommendation, or any form of sponsorship of the third- party, information, product or service, or otherwise.

Virgio is not responsible for the content of any third-party sites and does not make any representation regarding the content or accuracy thereof on such sites. If the User decides to link to any such third-party websites, the User does so entirely at his/her own risk.

All material of the Virgio website or mobile app, for instance, images, designs, icons, text, music clips, video clips, programs, downloads, and any other material, by whatever name called, that are part of the Virgio website or mobile app as contents are intended solely for personal and non-commercial use. No right, interest, or title in any material or software is transferred to the User as a result of copying or downloading.

All software used on the Virgio website or mobile app is the property of Virgio or its licensees and suppliers and is protected by the Indian and International Copyright Laws. Any other use, including but not limited to the reproduction, modification, distribution, transmission, republication, display, or performance of the contents of the Virgio website or mobile app is strictly prohibited. The compilation (i.e., arrangement, assembly, collection, or similar/identical action) of the contents of the Virgio website or mobile app is the exclusive property of Virgio and is protected by the Indian and International Copyright Laws.

### **Information Accuracy**

The product images on our Virgio website or mobile app are for representation only to enable the User to get a fair idea about the product/s. The actual product may vary in terms of appearance or packaging, etc. The product images and descriptions provided on the Virgio website or mobile app are on an “AS IS” basis and without warranties of any kind, whether expressed or implied. All information is believed to be accurate but without any kind of guarantee and subject to change.

The image quality and colors of the product on the Virgio website or mobile app shall depend on your display unit (for instance monitor), we cannot guarantee that display of any colors will be accurate.

Virgio excludes to the fullest extent permitted by law all liabilities resulting from the access to the Virgio website or mobile app including without limitation any loss, whether financial or otherwise, or damage resulting directly or indirectly from any such reliance.

### **User Conduct and Content**

The User hereby agrees to comply with all legal requirements of the jurisdiction in which the User is located (including the laws of India) for using the Virgio website and mobile app. The User hereby acknowledges that the User is entirely responsible for ensuring familiarity with such legal requirements and compliance with the same.

We may provide the opportunity to the Users to post questions, suggestions, comments, reviews, images, and other information (hereinafter referred to as the “**User Content**”) on or through the Virgio website or mobile app, Social media, telephone, e-mail, or otherwise disclosed or submitted in

connection with User's use of the Virgio website. The User hereby warrants that any User Content submitted by the User is original and does not infringe the intellectual property rights of others. Further, the User hereby grants to Virgio a royalty-free, non-exclusive, irrevocable, perpetual, transferable right and license to use such User Content subject to Virgio's discretionary right including but not limited to copy, modify, delete, adapt, publish, translate, create derivative works from such User Content and/or incorporate such User Content into any form, medium or technology throughout the world without any further recourse to the User; without restriction and without compensating the User in any way. The User hereby waives any moral rights in such User Content.

Virgio will be entitled to use any User Content for any purpose whatsoever and shall be under no obligation – [a] to respond to any User Content; [b] to pay any compensation by whatever name called for any User Content; and [c] to maintain any User Content in confidence.

The User agrees that he/she will not post any content that is contrary to morality, defamatory, inflammatory, or that may otherwise breach common decency or contrary to law. The User, further, agrees that the User Content submitted by the User shall not violate the T&C or any right of any third-party including but not limited to copyright, trademark, the privacy of another person, proprietary rights and shall not cause injury to any person or entity.

The User shall not transmit, publish, host, display, modify, upload, update and/or share any information or User Content that – [a] is false; [b] impersonates another person; [c] contains viruses; [d] contains any form of spam including but not limiting to political campaigning, commercial solicitation, chain letters or mass mailings; [e] contains malware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; [f] belongs to another person and to which the User has no right to it; [g] harms minors in any way; [h] is harmful, defamatory, obscene, harassing, blasphemous, pornographic, paedophilic, hateful, libellous, racially or ethnically objectionable, invasive to another's privacy and disparaging, etc.; [i] violates any law for the time being in force including but not limiting to encouraging money laundering or gambling, indecent representation of women or otherwise unlawful in any manner whatsoever; [j] infringes any copyright, trademark or other proprietary rights; [k] misleads or deceives the addressee about the origin of such messages; [l] threatens the unity, integrity, security, defence or sovereignty of India or any other country, India's friendly relations with foreign states, public order, or causes incitement to the commission of any cognisable offence or is insulting any other nation.

We do not regularly review the posted User Content but reserve the right to monitor, edit, or remove any User Content. The User hereby gives the right to Virgio the right to use the name of the User in connection with the User Content. The User is and shall remain solely responsible for the User Content and the User further agrees to indemnify Virgio, its affiliates, and group companies for all claims resulting from any User Content submitted by the User. Virgio, its affiliates, and the group companies take no responsibilities and assume no liability for any User Content submitted by the User or any third-party.

### **Restrictions**

Being the User of our Virgio website or mobile app the User agrees and undertakes and the User shall not allow, or enable others to use the Virgio website or mobile app, or knowingly condone the use of the Virgio website or mobile app by others, in any manner that is, attempts to, or is likely to – [a] affect us adversely or reflect negatively on us, the Virgio website or mobile app, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else; or [b] discourage

any person from using all or any portion, features or functions of the Virgio website or mobile app or from advertising, linking or becoming a business partner, vendor, supplier or customer of ours; or [c] be used for business or commercial purposes, including but not limited to marketing, advertising, or offering goods or services, whether or not for financial or any other form of compensation or by linking with any other Virgio website or webpages; or [d] Spamming and phishing in any manner; or [e] any attempt to test, scan, or probe the vulnerability of the system or network or to breach security or authorization measures without our authorization; or [e] gain unauthorized access to the Virgio website or mobile app or a User's personal information, or other pages or Virgio websites connected or use the Virgio website or mobile app in any manner which violates the T&C; or [f] upload, distribute, or transmit malicious programs or codes such as worms, trojan horses, spyware, overloading, flooding, injecting, mail bombing, crashing, viruses or other potential harmful programs or material or information, by whatever name called; or [g] alter, impair, modify, disrupt or interfere with the features, functions, operation, use, or maintenance of the Virgio website or mobile app or any similar or identical actions by whatever name called; or [h] forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting; or [i] be abusive, objectionable, threatening, offensive, libellous, defamatory, demeaning, harmful, harassing, intimidating, hateful, discriminatory, indecent, vulgar, obscene, pornographic, sexually explicit, sexually suggestive, racially, culturally or ethnically offensive which may or appear impersonate anyone else; or [j] the above instances are illustrative instances only and we reserve the right to decide anything similar or identical falls under the instances which are restrictive in nature.

In the event, that the User is contradicting anything stipulated as mentioned above, we reserve the right to disable the access to the Virgio website or mobile app for a User without any prior notice or any explanation thereof.

### **Personal Information**

We respect the User's privacy. Any personal information submitted by the User such as name, email address, phone number, debit/credit card number, or otherwise which identifies the User is personal information. Please do not provide any information if the User does not wish to provide the same. All information provided by the User is protected in terms of our Privacy Policy. Our Privacy Policy describes the types of information we gather online and how we use this information. Please read the Privacy Policy carefully. We update our Privacy Policy from time to time. The User shall refer to the Privacy Policy before sharing the Personal Information. If at any time the User is not agreeing with our Privacy Policy then the User shall write to us and we shall delete the User's personal information with us. We are committed to protecting the User's personal information under our Privacy Policy. [PLEASE REFER TO OUR UPDATED PRIVACY POLICY FOR MORE DETAILS](#). Please note the User is responsible for maintaining the confidentiality of User IDs and Passwords (whether on the Virgio website or mobile app or any third-party, for instance, User ID and password for your net banking or Debit/Credit cards) and any activity that occurs under your account. We shall not be liable to any person for any loss or damage which may arise as a result of any failure by the User to protect your User IDs and Passwords. If the User knows or suspects that someone else knows his/her password or suspects any unauthorized use of the password, the User should notify us by contacting us immediately through the address provided in this T&C. If we have reason to believe that there is likely to be a breach of security or misuse of the Virgio website or mobile app, we may suspend your account without any liability to us.

### **Non-confidential Information of the User**

We do not want to receive confidential, trade secret, or proprietary information through the Virgio website or mobile app. Any information, suggestions, ideas, comments, or any form of materials sent to us by any means will be deemed to be non-confidential. If the User is submitting any information, then the User is granting us an irrevocable and unrestricted license to use, modify, reproduce, display, distribute, and transmit such information for any purpose whatsoever. Please note we hereby commit that we will not use the User name in connection with any such information unless we first obtain the permission or otherwise required by law from the User to do so.

### Account Creation And Registered User

To transact and purchase any products on the Virgio website or mobile app, the User may have to register and create an account duly secured by using One Time Password (OTP) either in your email or mobile phone (hereinafter referred to as the “**Account**”). Any Account so created is personal to the User and non-transferable to another person. The User’s registration and order on the Virgio website or mobile app shall be complete after the User accepts the T&C. Please note the T&C shall apply each time the User submits an order for any product on the Virgio website or mobile app.

If the User registers and creates an Account then the User is a “Registered User”. To become a Registered User the User must provide true, accurate, complete, and current information in all respects as requested by us during the account creation process or at the time of submission of the order on the Virgio website or mobile app, as the case may be. We reserve the right to refuse any service, terminate the Account, or cancel orders at our sole discretion.

The User agrees and accepts full responsibility for all activities that occur under the User’s Account or password. We assume no responsibility to any person for loss or damage which may arise as a result of a failure by the User in protecting the User’s Account or password. If we have reasons to believe that there is likely to be a breach of security or misuse of the Virgio website or mobile app, we may also suspend the User’s account without any liability or prior intimation.

To enable us to use the information provided by the User, the User agrees that we are not violating any rights the User might have and the User hereby grants to us a non-exclusive, worldwide, royalty-free, irrevocable, perpetual right to exercise the copyright, publicity, database, and any other rights, by whatever name called, the User has in the User’s information, in any media concerning User’s information. We will only use the User’s information under the T&C and Privacy Policy of the Virgio website or mobile app.

### Our Services, Order at Virgio website, Pricing, and Payment

The Services shall include –

[a] The use of the Virgio website or mobile app to Purchase, Delivery, and Return of any products;

[b] Our “Customer Support” enables the Users to contact at [care.in@virgio.com](mailto:care.in@virgio.com) or call +91-80-41130948 or chat with us for any queries that the Users may have about the purchase of the products or purchased products.

All prices on the Virgio website or mobile app are displayed in Indian Rupees or any specific currency having legal tender in the User’s country of residence. The User agrees to pay the full amount payable for the respective product as indicated during the order process including any shipping costs, any charges, and taxes incurred with the order.

We will not accept or cancel the User’s order for products if [a] the item is out of stock; [b] there is a product or pricing error; [c] we are unable to obtain authorization for payment; [d] we have shipping

restriction/limitation for the User's location; [e] at our sole discretion for any other reason. Please note, that we will inform the User that the order has not been accepted and any related payment will not be processed or refunded. We will not be liable to the User or any third-party for our decision to decline to process the order or for suspending any transaction after processing has begun.

If we notice any errors in pricing on the Virgio website or mobile app or during order processing due to any reason, without any admission, we will, in good faith, try to resolve the issues that may arise as a result of such errors. The User agrees to cooperate with us to resolve such issues and accepts that we will have sole and full discretion to determine the appropriate resolution.

All the products listed on the Virgio website or mobile app will be sold either at Maximum Retail Price (MRP), inclusive of all taxes, or at a discounted price, including all taxes, unless otherwise specified. Prices and taxes in respect of the products are subject to change from time to time without prior notice by us. In a case where the User gets invoiced/charged/billed erroneously at a price higher than MRP printed on the product package, the User shall call our Customer Care for a refund of the difference as per our policy.

While availing payment options made available on the Virgio website or mobile app, we will not be responsible or assume any kind of liability in respect of any kind of loss or damage arising directly or indirectly to the User due to – [a] lack of authorization for any transaction; or [b] any payment issue arising out of the transaction; or [c] decline of the transaction for any reasons; or [d] exceeding the preset limit provided by the User's banker or [e] for any technical or non-technical reasons where we do not receive payment from the User or on his behalf.

We may offer multiple payment options for the convenience of the customers including but not limited to debit card, credit card, UPI, net banking, etc. Please note acceptance of card payment is at the sole discretion of Virgio and we may ask the User to submit a copy of photo identity proof or any other Know Your Customer (KYC) documents. We reserve the right to add, modify, or remove such payment options without prior notice. All usage of payment options on the Virgio website or mobile app shall at all times be subject to rules, regulations, and guidelines under the applicable laws, and as prescribed by the Reserve Bank of India (RBI), issuer banks, facility providers, and other intermediaries involved in payment process mechanism.

We evaluate buying and returning behaviour of the Users/Customers and reserve the right to process the transaction to Users/Customers with a prior history of questionable charges including without limiting breach of any agreements with the User/Customers of Virgio or breach/violation of any law or breach of any policy.

We reserve our right, at our sole discretion, and without prior notice, to limit the quantity/value of items purchased per person or per household, or per order. These restrictions may be applicable to orders placed by the same account, same debit/credit card, or net banking channel, or the orders that use the same billing or shipping address.

### **Discount e-coupons**

Any use of discount e-coupons shall be subject to this T&C and the terms and conditions issued for each individual e-coupon. We will honor the e-coupons when it is used following these e-coupons terms and individual e-coupons terms. All discount e-coupons shall be the property of Virgio and not transferable, the same cannot be resold and have no cash alternatives. Each e-coupon shall carry an expiry date and after the expiry date, the coupons can no longer be used by the User. We reserve the

right to cancel or reject the use of an e-coupon where fraud or illegal use is suspected. The User shall have no claim against any such rejection or cancellation by us.

### **Shipping and Delivery**

The User understands and accepts that the correct and accurate postal or shipping address is a must for a timely delivery. The User shall be solely responsible for providing the correct and accurate postal or shipping address for delivery of the purchased products.

The risk of loss and title for the purchased products shall pass to the User on delivery of the purchased products by our Logistic Partner.

We are not responsible for any delays in the shipping of the purchased products, loss, or missing purchased product, or incorrect delivery of the purchased product which is due to the User's fault or due to inaccurate, wrong, false, or incomplete information provided by the User.

The user agrees and acknowledges that any claims regarding order delivery (including non-receipt/non-delivery of the order or signature verification) shall be notified to Virgio within 5 days from the alleged date of delivery of the product reflected on the Virgio portal. Non-notification by You of non-receipt or non-delivery within the time period specified shall be construed as a deemed delivered in respect of that transaction. Virgio disclaims any liability or responsibility for claims regarding non-delivery, non-receipt of order (including signature verification in Proof of delivery) after 5 days from the alleged date of delivery of product reflecting on the Virgio portal.

In case of any incomplete delivery or delivery received that is not in perfect condition please contact us immediately at [care.in@virgio.com](mailto:care.in@virgio.com) or call +91-80-41130948 or chat with us through the Support section of the app.

For more details please refer to our [Shipping And Delivery Policy](#)

### **Return, Refund, Exchange, And Cancellation**

We have "No Question Asked" return policy which entitled our Users/Customers to return the product at the time of delivery or if they are not satisfied with the quality of the product purchased.

Refunds for User's/Customer's order returns (whether total or partial), and Cancellations (whether total or partial) shall be processed as per our "Return, Refund, Exchange And Cancellation Policy". All payments made by the User/Customer will be refunded as per the "Return, Refund, Exchange And Cancellation Policy" If the User/Customer thinks that we have provided an incorrect refund, please contact immediately [care.in@virgio.com](mailto:care.in@virgio.com) or call +91-80-41130948 or chat with us through Support

The User/Customer can cancel the orders before it is packed. The User/Customer can call Customer Care within operational hours, i.e., 8:00 AM to 10:00 PM, all 7 (seven) days of the week.

For more details, process, timeline, and terms and conditions for return, refund, exchange, and cancellation; please refer to our "Return Refund Exchange And Cancellation Policy".

### **Disclaimer & Warranties**

*The Virgio website or mobile app or any of the products or services available through the Virgio website or mobile app is provided without any warranties or guarantees and is on an "AS IS"*

*condition. The User must bear the risks associated with the use of the Virgio website or mobile app. Virgio, its affiliates, its suppliers, officers, directors, employees, and agents to the fullest extent permitted by law disclaim all warranties, whether express or implied, in connection with the Virgio website or mobile app and any use thereof including but not limiting to the use by the User.*

*Virgio, its associates or affiliates, or suppliers make no warranties or representations about the accuracy or completeness of the contents of the Virgio website or mobile app or the content of any Virgio website linked to the Virgio website or mobile app and assume no liability or responsibility for any – [a] errors, mistakes, incompleteness or inaccuracies of the Virgio website or mobile app; or [b] personal injury or property damage, of any nature whatsoever, resulting from the access to and use of the Virgio website or mobile app; or [c] any unauthorized access to or use of secure services and information stored therein; or [d] any cessation or interruption of transmission to or from the Virgio website or mobile app; or [e] any bugs, trojan horses, viruses or the like which may be transmitted to or from the Virgio website or mobile app or by any third- party; or [e] any errors or omissions in any content or for any loss or damage of any kind incurred as a result of such errors or omissions in any content posted, transmitted or otherwise to or from the Virgio website or mobile app.*

*Virgio, its associates or affiliates, or suppliers make no warranties or representations for any loss or damage, in law, contract, or tort suffered by the User on account of the error of judgment or otherwise made by the User regarding the suitability of the products or services sold or offered by Virgio for any particular use of purpose. The User should use his/her best judgment and exercise caution.*

*This disclaimer constitutes an essential part of T&C. Please note this disclaimer does not apply to any product warranty offered by Virgio exclusively in relation to a product.*

*To the fullest extent permitted under applicable law, in no event shall Virgio or any of its affiliated entities or suppliers be liable for any indirect, special, punitive, incidental, exemplary, or consequential damages, (even if these entities have been previously advised of the possibility of such damages) whether in an action, under contract, negligence or otherwise, arising out of or in connection with the use, inability to use or performance of the information, products, services, and materials available from the Virgio website or mobile app.*

The User specifically acknowledges that Virgio shall not be liable for the content or the defamatory, offensive, or illegal conduct of any and that the risk of harm or damage from the foregoing is entire with the User.

#### **Product Specific Warranty or Guarantee**

Except for the express representations and warranties or guarantees contained in this section and the express product/service representations and warranties or guarantees in the product/service

(a) we or any other person on our behalf, have made any express or implied representation or warranty or guarantee, either oral or written, whether arising by law, in course of dealing, in course of performance, usage, and trade or otherwise, all of which are expressly disclaimed, and

(b) you acknowledge that you have not relied upon any representation and warranty or guarantee made by any other party, or any other person on our behalf, except as specifically provided in this section of this T&C and the express product/service representations and warranties or guarantees in the product/service.

#### **Limitation of Liability and Indemnity**

Nothing in the T&C is intended to affect the User's right under the law. The use of products or services including but not limited to the use of the Virgio website or mobile app is at the User's risk. Unless otherwise stated in this T&C, the User assumes and/or accepts full responsibility and risk of loss resulting from the User's use of products or services including but not limited to the use of the Virgio website or mobile app.

By using the Virgio website or mobile app, to the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Virgio, its affiliates, group companies, suppliers, officers, directors, employees, and agents, from and against all claims, damages, obligations, losses, liabilities, cost, and expenses, including but not limited to attorney's fees, arising from –

[a] use of and access of the Virgio website or mobile app by the User; or

[b] the User's actions or inactions or violations of this T&C; or

[c] the User's violation of any third-party right, including without limitation any copyright, proprietary, or privacy rights.

*Under no circumstances and under no legal or equitable theory or otherwise, shall Virgio or any of its affiliates, group companies, suppliers, employees, directors, officers, and agents be liable to the User or to any third-party for any direct, indirect, special, incidental or consequential losses or damages of any nature including, without limitation damages for loss of profits, loss of goodwill, loss of data, losses due to work stoppage, losses because of business interruption, losses due to accuracy of results, losses caused by computer failure/malfunction even if Virgio's authorized representative has been advised of or should have known the possibility of such damages due to – [a] the use of or inability to use the Virgio website or mobile app; or [b] the User's use of or reliance on the Virgio website or mobile app or any information (whether related to product or service) or hyperlink or otherwise provided on the Virgio website or mobile app; or [c] the User providing information including but not limited to personal information or otherwise to us; or [d] the provision of any services by us; or [e] acts or negligence on our part.*

*In no event will Virgio be liable for any losses, damages, or expenses in excess of the amount paid by the User towards the price of the Product for which the claim arose. The User understands and undertakes that the User hereby releases us from all obligations, liabilities, and claims in excess of this limitation.*

*This indemnification obligation contained herein shall survive the T&C and the User's use of the Virgio website or mobile app.*

#### **Product Description:**

We attempt to be accurate on the product description with the information at our disposal. However, we do not warrant that the product description is accurate, complete, reliable, current, and error-free.

#### **Force Majeure:**

We shall not be held liable for any delay or failure in the performance of any part of the T&C due to any cause beyond our control and without our negligence or fault on our part, viz., acts of God; any act of civil or military authority; laws, regulations, or rules and any changes therein from time to time; embargoes; pandemic; epidemics; war; terrorist acts; riots; insurrections; fire; explosions; natural calamity; man-made accidents (for instance, nuclear accidents); strikes; power failures or blackouts; political unrest; other major environmental disturbances; unusual severe weather

conditions; acts of hackers and other illegal activities of third- parties; non-availability of products or services due to any reason; non-availability of transportation facility due to any reason; any acts or omissions of transportation or telecommunication; acts, omissions, overloadings, slowdowns of the internet or any third- party internet service provider.

#### **Hyperlinks:**

Any link or reference to other websites on the Virgio website or mobile app is merely for the convenience of the User and we are not responsible for the content, operation, privacy practices, or otherwise of such linked sites on the Virgio website or mobile app. We hereby declare that we do not endorse, promote, or represent such sites in any manner. As a User, the User shall use the linked sites at his/her own risk and consequences.

#### **No License:**

Access to the Virgio website or mobile app shall not be considered as conferring upon anyone any license by us whether for our intellectual property or intellectual property of any third-party licensed to us.

#### **Right to Alter or Improve:**

We reserve the right to correct any error or omission in the Virgio website or mobile app including but not limited to improving the contents of the Virgio website or mobile app, anytime, without any prior notice. Further, we also reserve the right to alter, limit, or discontinue any product or services on the Virgio website or mobile app, any time, without any prior notice. We shall not be liable for any modification, termination, suspension, or discontinuation of the Virgio website or mobile app.

#### **Suspension or Termination of User's Account:**

We may suspend or terminate a User's Account, either wholly or partially, without any prior notice, in our sole discretion, if we have reasons to believe that the user violates this T&C or any applicable law or is harmful to the interest of Virgio or a third- party. We shall not be liable to the User or any third- party for any such suspension or termination of the User's Account.

#### **Use of Cookies:**

We may use cookies or other technologies on the Virgio website or mobile app. We use cookies to enhance convenience for the User and to enable us to run an effective operation. The User accepts that the User hereby gives his consent to the use of cookies and other similar technologies by us.

#### **Offensive Materials/Contents:**

the User understands that while using the Virgio website or mobile app the User may encounter material/content that may be felt by some User to be offensive, indecent, not acceptable, or objectionable while the material/content may not be identified as such. We (including our affiliates or group companies) shall have no liability to the User for such materials/contents as mentioned in this paragraph.

#### **User's Compliance with Law:**

The User shall, at all times, ensure full compliance with all applicable laws. The User hereby accepts and agrees that the User shall not engage in any transaction which is prohibited under any applicable law.

**Severability:**

If any terms and/or conditions are held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable and the other terms and/or conditions of the T&C shall remain in full force.

**Waiver:**

Any failure on our part concerning a breach of these T&C by the Users or others does not constitute a waiver and shall not limit our rights concerning such a breach or any subsequent breaches.

**Unauthorized Use:**

Any unauthorized use of the Virgio website or mobile app may give rise to a claim for damages and/or a criminal offense.

**Grievance Redressal**

The User may contact us our Grievance Redressal Officer -

Name: Lingesh Biradar

Address: No 8, The ICON Building, BHIVE, 80 Feet Main Road, HAL 3rd Stage, Indiranagar, Bengaluru, Bengaluru Urban, Karnataka, 560075

Phone No.: +91-80-41130948

e-mail: Grievance@virgio.com

Time: Mon - Fri (9:00 AM - 6:00 PM)

**Interpretation & Jurisdiction:**

This T&C including any dispute relating to it is to be governed and interpreted according to the laws of the country in which Virgio has its registered or primary business address.

However, in the case of India, this T&C shall be governed by the laws of India and any dispute shall be subject to the exclusive jurisdiction of the courts at Bangalore or only.