



TERMS OF SERVICE AGREEMENT

LAST REVISION DATE: 26-11-2021

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This Terms of Service Agreement (the "Agreement") governs your use of this website, Skill-Smart.com (the "Website"), Dezaview Skill Learning And Training System Private Limited hereafter referred to Dezaview Skills ("Business Name") offer of products or services offered on this Website, or your purchase of products available on this Website. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. Dezaview Skills reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. Dezaview Skills will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. Dezaview Skills encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with Dezaview Skills for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website. If you would like to print this Agreement, please click the print button on your browser toolbar.

I. PRODUCTS

Terms of Offer. This Website offers for sale certain products (the "Products"). By placing an order for Products through this Website, you agree to the terms set forth in this Agreement.

Customer Solicitation: Unless you notify our third-party call center reps or direct Dezaview Skills reps, while they are calling you, of your desire to opt out from further direct company communications and solicitations, you are agreeing to continue to receive further emails and call solicitations Dezaview Skills and its designated in house or third party call team(s).

Opt Out Procedure: We provide 3 easy ways to opt out of from future solicitations. 1. You may use the opt out link found in any email solicitation that you may receive. 2. You may also choose to opt out, via sending your email address to: info@dezaview.com by writing UNSUBSCRIBE in the subject line



3. You may send a written remove request to Dnyan Vikas Sanstha College, Plot No 22-23, Sec 17, Kopar Khairane, Navi Mumbai - 400709

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III. DISCLAIMER OF WARRANTIES

YOUR USE OF THIS WEBSITE AND/OR PRODUCTS ARE AT YOUR SOLE RISK. THE WEBSITE AND PRODUCTS ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DEZAVIEW SKILLS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS OR WEBSITE CONTENT, OR ANY RELIANCE UPON OR USE OF THE WEBSITE CONTENT OR PRODUCTS. ("PRODUCTS" INCLUDE TRIAL PRODUCTS.)

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DEZAVIEW SKILLS MAKES NO WARRANTY:

THAT THE INFORMATION PROVIDED ON THIS WEBSITE IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.

THAT THE LINKS TO THIRD-PARTY WEBSITES ARE TO INFORMATION THAT IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THIS WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR THAT DEFECTS IN PRODUCTS WILL BE CORRECTED.

REGARDING ANY PRODUCTS PURCHASED OR OBTAINED THROUGH THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

IV. LIMITATION OF LIABILITY

DEZAVIEW SKILLS ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE CONTENT AND



PRODUCTS AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID, LESS SHIPPING AND HANDLING, FOR PRODUCTS PURCHASED VIA THE WEBSITE.

DEZAVIEW SKILLS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE WEBSITE CONTENT OR PRODUCTS; (2) THE COST OF PROCURING SUBSTITUTE PRODUCTS OR CONTENT; (3) ANY PRODUCTS PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR (4) ANY LOST PROFITS YOU ALLEGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

V. INDEMNIFICATION

You will release, indemnify, defend and hold harmless Dezaview Skills, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Website content or your use of the Website content; (3) the Products or your use of the Products (including Trial Products); (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to Dezaview Skills. When Dezaview Skills is threatened with suit or sued by a third party, Dezaview Skills may seek written assurances from you concerning your promise to indemnify Dezaview Skills; your failure to provide such assurances may be considered by Dezaview Skills to be a material breach of this Agreement. Dezaview Skills will have the right to participate in any defense by you of a third-party claim related to your use of any of the Website content or Products, with counsel of Dezaview Skills choice at its expense. Dezaview Skills will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole responsibility to defend Dezaview Skills against any claim, but you must receive Dezaview Skills prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Products.

VI. PRIVACY

Dezaview Skills believes strongly in protecting user privacy and providing you with notice of MuscleUP Nutrition 's use of data. Please refer to Dezaview Skills privacy policy, incorporated by reference herein, that is posted on the Website.



VI. AGREEMENT TO BE BOUND

By using this Website or ordering Products, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

VIII. GENERAL

Force Majeure. Dezaview Skills will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

Cessation of Operation. Dezaview Skills may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Products.

Entire Agreement. This Agreement comprises the entire agreement between you and Dezaview Skills and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver. The failure of Dezaview Skills to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law; Jurisdiction. This Website originates from the Navi Mumbai, Maharashtra, India. This Agreement will be governed by the laws of India without regard to its conflict of law principles to the contrary. Neither you nor Dezaview Skills will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of Maharashtra. By using this Website or ordering Products, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Products or services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Waiver of Class Action Rights. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHER IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE.



ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

Termination. Dezaview Skills reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and Dezaview Skills may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Products. If your access to the Website is terminated, Dezaview Skills reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until Dezaview Skills chooses, in its sole discretion and without advance to you, to terminate it.

Domestic Use. Dezaview Skills makes no representation that the Website or Products are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws. Assignment. You may not assign your rights and obligations under this Agreement to anyone. Dezaview Skills may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

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