

Terms of Use

Introduction

www.thecliqueclub.com (“The Clique Club”) is a website (“website”) owned and operated by Clique Network LLP (the “website owner”). The Clique Club is a networking circle where young minds are encouraged to connect with like-minded individuals through engaging, interesting and unique monthly events. The website owner, including partners, subsidiaries and affiliates (or “we” or “us” or “our”) provides the information contained on this website or any of the pages comprising the website to users (“user”) (cumulatively referred to as “you” or “your” hereinafter) subject to the terms and conditions set out in these website terms and conditions, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website. Please read this agreement carefully. By browsing, accessing or using this website, you are agreeing to the terms and conditions that appear below (all of which are called the “User Agreement”). This User Agreement is made between you and us.

Disclaimer

The Clique Club is owned by Clique Network LLP, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008.

Details of User for Membership Application

Users will need to provide their details viz. the first name, last name, e-mail address, residence address, age and contact number on the ‘Contact Us’ page of the website for membership application. When you apply, you are required to provide information about yourself that is true, accurate, current and complete in all respects. Should any of your application information change, do notify us via e-mail at hello@thecliqueclub.com.

Communication

By providing your details to The Clique Club, the user agrees that The Clique Club may send you informational/Promotional text (SMS) messages and e-mail notifications. You may opt-out of receiving text (SMS) messages or e-mail notification from The Clique Club at any time by intimating hello@thecliqueclub.com indicating that you no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages or e-mail notification may impact your use of the Services.

Privacy Policy

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of the Website. The user further consents that the terms and contents of such Privacy Policy are acceptable to him.

Limited Use

The User agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that The Clique Club name is stated as the source and prior written permission of The Clique Club is sought. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

User Conduct and Rules

You agree and undertake to use the Website only to share material that are proper. By way of example, and not as a limitation, you agree and undertake that when sharing information/detail, you will not:

1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
2. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
3. Violate any applicable laws or regulations for the time being in force in or outside India; and
4. Violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.

User Warranty and Representation

The user guarantees, warrants, and certifies that you are the owner of the content which you submit or otherwise are authorised to use the content and that the content does not infringe upon the property rights, intellectual property rights or other rights of others. All the images on the website are copyright protected and any form of reverse engineering, modifying, copying, distributing, transmitting, displaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, or selling will have legal consequences.

Disclaimer of warranties

The user expressly agrees that use of the website is at the user's sole risk. The information is provided on an "as is" and "as available" basis. The Clique Club

expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. No information, whether oral or written, obtained by the User from The Clique Club shall create any warranty not expressly stated herein.

Limitation of Liability

The Clique Club will not be liable for direct or indirect damages of any kind, including without limitation incidental, punitive or consequential damage or loss arising out of or in connection with this website, inability to use the website or messages received into through the website.

Intellectual Property Rights

1. Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, The Clique Club owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to The Clique Club without obtaining prior authorization from The Clique Club.
2. Notwithstanding the foregoing, it is expressly clarified that you will retain ownership and shall solely be responsible for any content that you provide, including any text, data, information, images, photographs, or any other material which you may upload or transmit.

Copyrighted Material for Limited Use

This Website contains graphics, photographs, images, artwork, text, fonts, and other information (referred to herein as "Content"). This Website and all Content are the copyrighted property of the website owner or the copyrighted property of parties from whom The Clique Club has licensed such property. All rights in this Site and its Content are reserved worldwide. It is strictly prohibited to retain, copy, distribute, publish, or use any portion of the Content except as expressly allowed in these Terms & Conditions. The Clique Club reserves the right to add to, delete from, or modify any part of Content at any time without prior notice.

Links to Third Party Sites

Third party content may appear on The Clique Club or may be accessible via links from The Clique Club. The Clique Club is not responsible for and assumes no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions,

falsehood, obscenity or profanity in the statements, opinions, representations or any other form of information contained in any third-party content appearing on The Clique Club. You understand that the information and opinions in the third-party content is neither endorsed by nor does it reflect the belief of The Clique Club.

Indemnity

You agree to indemnify, defend and hold harmless The Clique Club, from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by The Clique Club, that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

Notices

By using the website, you consent to electronically receive from The Clique Club any communications including notices, agreements, legally required disclosures or other information. If you desire to withdraw your consent to receive notices electronically you must intimate the same to us via an email at hello@thecliqueclub.com.

Breach of Terms

The Clique Club reserves the right to investigate complaints or reported violations of the Agreement and to take any action The Clique Club deems appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to e-mail addresses, usage history, posted materials, IP addresses and traffic information. The Clique Club reserves its right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including but not limited to the right to block access from a particular internet address to this Website and their features.

Confidentiality

The Clique Club makes every effort to maintain the confidentiality of any information submitted by users to our system and not disclosed to any third party. We take precautions - including administrative, technical, and physical measures - to safeguard your personal information against loss, misuse or theft, as well as against destruction, alteration, disclosure and unauthorized access.

Entire Agreement

This agreement read with the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or

module of this website will together constitute the entire and whole agreement between user and The Clique Club, and together are intended as a complete and exclusive statement of the terms of the agreement. This agreement read with the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website shall supersede all other communications between The Clique Club and its users with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If at any time you find these Terms and Conditions unacceptable or if you do not agree to these Terms and Conditions, please do not use this website.

Right to change the Terms of Use

The Clique Club reserves the right to bring about changes, modifications, additions / removal in this User Agreement, at its sole discretion without any prior notification. You acknowledge and agree to periodically review this document to keep yourself aware of any modifications in the User Agreement. Your continued use of the website, post changes, means that you agree to the revised terms and conditions.

Termination of Access

These terms and conditions are effective until terminated. You agree that The Clique Club may terminate your access to the website at any time for any reason without prior notice or liability.

Dispute Resolution

1. In the event that any disputes, differences, claims and questions whatsoever between the parties hereto arising out of or in connection with or incidental to or touching this Agreement or the construction or application thereof or any clauses or thing herein contained or in respect of any account and the duties, responsibilities and obligations of either party hereunder or as to any act or omission of any party or as to any other matter in anywise relating to these presents or the rights, duties and liabilities of either party under these presents shall, as far as possible, be amicably settled by mutual discussions.
2. In the event the dispute remains unresolved, such differences or disputes shall be referred to and settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of the arbitration shall be at Mumbai. The language of the arbitration shall be English. The arbitration panel shall consist of a sole arbitrator. Each Party shall bear its own cost of arbitration.

Severability

If at any time any provision of this Agreement is or becomes, or is adjudicated by any Court of competent jurisdiction or public authority to be illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

Waiver

The Clique Club will not be considered to have waived any of rights or remedies described in this Agreement unless the waiver is in writing and signed by The Clique Club. No delay or omission by us in exercising our rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of The Clique Club's right to subsequently enforce such provision or any other provisions of this Agreement.

Governing Law

You hereby agree that the statutes and laws of Mumbai, India regardless of conflicts with other laws and conventions will apply to all matters relating to the use of this website. You acknowledge that any action to enforce this User Agreement shall be brought in the courts located in Mumbai, India after participation in the resolution process as laid down in the section titled as 'Dispute Resolution'. You hereby agree to personal jurisdiction by such courts and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Contact Information

If you wish to contact us for any reason regarding our Terms of Use, kindly e-mail us at the following address: hello@thecliqueclub.com

We assure you that we are continuously working to improve the user experience and we welcome any suggestions from your end.