

THE MODERN LIVING

Terms of Use

This website is operated by The Modern Living (The Modern Living - TML). Throughout the site, the terms "we", "us" and "our" refer to TML. TML offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

In terms of the agreement, "Company" refers to Ion Exchange India Ltd., with its registered office at Ion House, 3rd Floor/4th Floor, Dr E Moses Road, Mahalaxmi, Mumbai 400011.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

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Access to and use of the www.themodernliving.com website (hereinafter the TML Website) and the information, materials, products and services available through The Modern Living Website are subject to these terms of use (the Website Terms of Use).

In addition, for TML Direct Selling Partners (DS Partners), the documents constituting the Distributorship Contract apply, for Preferred Customers (PCs), the Terms and Conditions of the Preferred Customer Contract apply, and, for any purchases of goods or services.

The Website Terms of Use may be updated from time to time. Updated versions will be posted on the TML Website and are effective immediately. When using the TML Website you should regularly verify whether the Website Terms of Use have been updated or amended.

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Disclaimer

The information contained in this website is for general information purposes only. The information is provided by us and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

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Through this website you are able to link to other websites which are not under the control of The Modern Living. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

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Password Protected Parts of the Website

The password-protected parts of the TML Website are intended exclusively for DS Partner's (Direct Seller Partners) and PCs (Preferred Customers) in India. If you do not already know an DS Partner and wish to contact one, please use the Register Form available at www.themodernliving.com

Please note: Passwords should not be given to third parties and must be protected from unauthorized access. If you become aware of any unauthorized use of your password, you should notify TML immediately. The Modern Living disclaims any liability and responsibility for damage caused as a result of improper use of passwords. TML Privacy Statement and Policies

All personal data provided to TML while using the TML Website will be handled in accordance with the Website Privacy Notice. If you register or log in as an DS Partner or as a Preferred Customer, the Privacy Policy for DS Partner and PCs applies in addition.

All information provided to TML during the use of the TML Website must be correct, complete, and up to date. If we have reason to believe that incorrect, incomplete or outdated information has been provided, access to the TML Website may be limited or blocked.

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We may link to other websites which are not within our control. We are not responsible or liable for the information or materials made available by such third party websites. We encourage you to read the terms of use and privacy statements of all third party websites before using such websites or submitting any personal data or any other information on or through such websites.

Links from Other Websites to the TML Website

Inserting links from a third-party website to www.TML.in requires prior written consent from TML. If you would like to link from other websites, please contact us through the [Contact Form](#).

Limitation of Liability, Disclaimer of Warranties and Indemnification

To the extent permitted by applicable law, neither TML nor its affiliates shall be liable for any direct, indirect, consequential or other damages whatsoever, including but not limited to property damage, loss of use, loss of business, economic loss, loss of data or loss of profits, arising out of or in connection with your use or access to, or inability to use or access the TML Website or its content.

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TML does not guarantee that the TML Website will be compatible with the equipment and software which you may use and does not guarantee that the TML Website will be available all the time or at any specific time.

You agree to indemnify, defend and hold TML and its affiliates harmless from any liability or loss, related to either your violation of these Website Terms of Use or your use of the TML Website.

Restricting or Blocking Access to the TML Website for Violations of the Website Terms of Use

In case of a violation of these Website Terms of Use, particularly in case of use of the TML Website or individual elements of the TML Website for other than its intended use, access to the TML Website may be restricted or blocked.

TML generally reserves the right to partially or entirely alter, block, or discontinue the TML Website or its content at any time and for any reason.

Severability Clause

Should one of the provisions of these Website Terms of Use be invalid or declared invalid by a court, this will not affect the validity of the remaining terms.

Choice of law, Jurisdiction and Venue

The use of the TML Website and these Website Terms of Use are governed by the laws of the Republic of India. The courts of New Delhi have exclusive jurisdiction and venue for any disputes arising from or in connection with the use of the TML Website or these Website Terms of Use.

Notice

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If you have any comments or inquiries about these Terms of use, if you would like to update information we have about you, or to exercise your rights, you may contact our Customer Support - support@themodernliving.com

