



## Legal notices

Your access to and use of this website (**this/our Site**) is subject to the following Terms of Use. By accessing and using our Site you confirm that you accept these Terms of Use, without limitation or qualification and that you agree to comply with them.

## Other applicable terms

These Terms of Use refer to and incorporate the following additional terms, which also apply to your use of our Site:

- Our [Privacy Policy](#) [1], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our [Cookie Policy](#) [2], which sets out information about the cookies on our Site.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our Site. When using our Site, you must comply with this Acceptable Use Policy.

## About us

This Site is owned and operated by AkzoNobel Decorative Coatings B.V. a company registered in the Netherlands under number 28080245 and whose registered office is at Sassenheim, Rijksstraatweg 31, 2171AJ, Netherlands (**we, our or us**).

## Accessing our site

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice. We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site, or our entire Site.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms of Use and other applicable terms, and that they comply with them.

If you choose, or are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by

you or allocated by us, at any time at our sole discretion.

You are not permitted to use, or cause others to use, any automated system or software to extract content or data from our Site for commercial purposes except in cases where you or any applicable third party has entered into a written agreement with us that expressly permits such activity.

## **Changes to these Terms Of Use**

We may from time to time vary these Terms of Use. Please check these Terms of Use regularly to ensure you are aware of any variations made by us. If you continue to use our Site, you are deemed to have accepted such variations. If you do not agree to such variations, you should not use our Site.

## **Changes to our site**

We may update our Site from time to time, and may change the Content available on our Site at any time. However, please note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our Site, or the Content, will be free from errors or omissions.

## **Intellectual property rights**

Other than where expressly stated we or our group companies own all intellectual property rights in the Site and in the material published on it (including but not limited to text, images, audio, video, html-code and buttons) (the “**Content**”). These rights include but are not limited to all copyrights, database rights, trade names and trademarks.

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- reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, communicate to the public or circulate to any third party or exploit this Site and/or the Content in any way including for any commercial purpose, without our prior written consent.

We expressly reserve all rights in and to the dulux.in domain name and all related domains and sub-domains, the name "AkzoNobel", our logo and our service marks, trading names and/or trade marks. Other trade marks, products and company names mentioned on our Site may be trademarks of their respective owners or licensors and the rights in such marks are reserved to their respective owners or licensors.

## **Colour accuracy**

We have made every effort to make the colours on screen as accurate as possible. Unfortunately, we cannot guarantee an exact colour match of the on screen colour to the colours of the actual products and the colour

appearing on screen should not be relied on as being such. Colours on screen may vary depending on your screen settings and resolution.

## **Accuracy of information and content**

The Content and information provided on our Site is free of charge and for informational purposes only and does not create a business or professional services relationship between you and us. We have made reasonable efforts to ensure that all information and Content provided on this Site is accurate at the time of inclusion, however there may be inadvertent and occasional errors.

Views and opinions expressed in Content submitted by other users of our Site are those of the individual submitting the material, not those of AkzoNobel and we accept no responsibility for the content of such posts.

We do not control the information provided by other users of our Site which is made available through the the Site and Content may not be pre-moderated.

The Site and the information and the Content on the Site are provided “as is”. We do not guarantee, and make no representation or warranties of any kind whether express or implied about the information, and Content provided through our Site, including any items used either directly or indirectly from our Site, and we reserve the right to make changes and corrections at any time, without notice. Commentary and information posted on the Site is not intended to amount to advice on which reliance should be placed. We accept no liability for any inaccuracies or omissions in the Site and any decisions based on information and opinions contained in the Site are the sole responsibility of the user.

## **Viruses**

We have made reasonable efforts to ensure the Site is free from viruses. However, we do not guarantee and make no representation or warranty that our Site is free from bugs and/or viruses and you are responsible for ensuring you have installed adequate virus checking software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

## **Linking to our site**

You may link to the home page of our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site in any website that is not owned by you.

Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our

Acceptable Use Policy. If you wish to make any use of Content on our Site other than that set out above, please contact us.

## **Links to other websites**

Our Site and/or the Content may contain links to third party websites. If you decide to visit any third party site, you do so at your own risk. We are not responsible for the content, accuracy or opinions expressed in such websites. Links do not imply that we are, or our Site is, affiliated to or associated with such sites.

Your browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own rules and policies. Please read those rules and policies before proceeding.

Our communications with you may contain information sourced from third party websites. Material from a third party site will be clearly marked and a link to the source website will be provided. We accept no responsibility or liability for any material supplied by or contained on any third party website which is linked from our communications with you, or any use of personal data by such a third party.

The inclusion of any link in our communications with you does not imply endorsement by us of the linked site. If you decide to access linked third party websites, you do so at your own risk.

## **Advertising**

The Site may contain advertising of third party products and services. We shall not be responsible for any inaccuracy in the advertising materials and give no guarantee, representation or warranty, whether express or implied, about the quality or performance of such goods or supply.

## **Offers and promotions**

We may display offers, promotions or competitions on the Site from time to time and these will be subject to specific terms and conditions of which we will make you aware.

## **Uploading or posting material to our site**

Whenever you make use of a feature that allows you to upload content to our Site or to make contact with other users of our Site, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means that you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

You grant to us a non-exclusive, perpetual, irrevocable, transferable, royalty-free license (including full rights to sub-license) to use any content that you upload to or post to our Site ("**Your Content**") (including, without limit, the right to adapt, alter, amend or change Your Content) in any media throughout the world without restriction, and you warrant that any material you submit is your own work or that you have obtained all necessary rights and permissions of the relevant owner and that you have all relevant rights in Your Content to enable you to grant the rights in this clause.

You hereby unconditionally and irrevocably waive and agree not to assert any and all moral rights and any other similar rights and all right of publicity and privacy in any country in the world in connection with our exploitation of the rights in Your Content granted hereunder, to the maximum extent permissible by law.

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Although we have no obligation to moderate content on our Site, we reserve the right to monitor any information transmitted or received through our Site. We reserve the right to reject, block, suspend or remove Your Content at any time and in our sole discretion. We in no way guarantee that Your Content or any part of it will be displayed on our Site.

You represent that you have the lawful right to submit such information and agree that you will not submit any information unless you are legally entitled to do so. We have the right to use, copy, distribute and disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Site. We have the right to remove any content or posting you make on our Site at our sole discretion.

We do not accept unauthorised idea submissions outside of established business relationships. Please do not communicate unauthorised idea submissions to us through this Site. Any ideas disclosed to us outside a pre-existing and documented confidential business relationship are not confidential and we shall therefore be entitled to develop, use, copy and/or commercially exploit these or similar ideas to the fullest extent and without compensating you or accounting to you. By submitting an idea or other detailed submission to us through this Site, you agree to be bound by the terms of this stated policy.

## **Liability**

The Content displayed on our Site is provided without any guarantees, conditions, or warranties as to its accuracy. To the full extent allowed by applicable law, we hereby expressly exclude:

- all conditions, warranties, representations and other terms which may apply to our Site or the Content, which might otherwise be implied by statute, common law or the law of equity;
- any liability for any direct, special, indirect or consequential loss or damage incurred by the user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it, including:
  - loss of income or revenue;
  - loss of profits, sales, business or contracts;
  - business interruption;
  - loss of anticipated savings;
  - additional or wasted expenditure;
  - loss of privacy or loss of data;
  - loss of opportunity, goodwill or reputation; or
  - any other damages of whatsoever kind resulting from whatever cause through the use of the Site and any information and opinions obtained either directly or indirectly from the Site whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This exclusion shall include all liability for loss or damage caused by any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment or material transmitted

with or as part of the pages of the Site or any material downloaded from it.

We assume no responsibility for the content of websites linked on our Site and . will not be liable for any loss or damage that may arise from your use of them.

Please note that some jurisdictions do not allow the exclusion of implied warranties, so some or all of the above exclusions may not apply to you.

In addition, nothing shall exclude our liability for injury or death caused by our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## **Indemnity**

You agree to compensate us in full from and against any and all claims, liabilities, losses and expenses (including any legal fees and any third party claims) arising out of, or related to, any breach by you of the Terms of Use.

## **Severability**

If these Terms of Use are or become partially void, the parties will continue to be bound by the remainder of the same. The parties shall replace the void part with provisions that are valid and have legal effect that corresponds with those of the void part as much as possible, taking into account the content and the purpose of these Terms of Use.

## **International use**

The Site is not directed at any person in any jurisdiction where for any reason the publication or availability of the Site is prohibited. Those in respect of whom such prohibitions apply must not access the Site.

We do not represent that anything on the Site is appropriate for use or permitted by local laws in any jurisdictions. Those who access the Site do so on their own initiative and are responsible for compliance with applicable local laws or regulations; legal advice should be sought in cases of doubt.

In the event that a translation of these Terms of Use differs from the original English version, the English version will prevail.

## **Applicable law**

The Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation, or your use of the Site, (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Netherlands.

The courts of the Netherlands will have exclusive jurisdiction over any claim arising from, or related to, use of our Site although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country.

## **Contact us**

To contact us, please email [customercare.india@akzonobel.com](mailto:customercare.india@akzonobel.com) [3]

AkzoNobel Decorative Coatings B.V. (part of the AkzoNobel group) is a company registered in the Netherlands with company number 28080295 and its registered office is at Sassenheim, Rijksweg 31, 2171 AJ, Netherlands.

Thank you for visiting our Site.

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