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   g. Promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
   h. Infringes upon or violates any third party’s rights [(including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person’s name, email address, physical address or phone number) or rights of publicity];
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k. Provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

l. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;

m. Contains video, photographs, or images of another person age 18 or older without his or her express written consent and permission or those of any minor (regardless of whether you have consent from the minor or his or her legal guardian).

n. Tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable Codes of Conduct or End User Access and License Agreements) to the Sites or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Sites or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

o. Engages in commercial activities and/or sales without Magic Sales’s prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of “virtual” items related to the Sites. Throughout this Terms of Use, Magic Sales “prior written consent” means a communication coming from Magic Sales Legal department, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization;

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t. Infringes any patent, trademark, copyright or other proprietary rights or third party’s trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;

u. Violates any law for the time being in force;

v. Deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
w. Impersonate another person;

x. Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

y. Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

z. Shall not be false, inaccurate or misleading;

aa. Shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

bb. Shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;

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5. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of Magic Sales Website or Magic Sales’s systems or networks, or any systems or networks connected to the Magic Sales.
6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Magic Sales on or through the Website or any service offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

8. You may not use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Magic Sales or others.

9. Solely to enable Magic Sales to use the information you supply us with, so that we are not violating any rights you might have in Your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in Your Information, in any media now known or not currently known, with respect to Your Information. Magic Sales will only use Your Information in accordance with the terms of use and Magic Sales's Privacy Policy.

10. From time to time, you shall be responsible for providing information relating to the items or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such items or services so as to mislead other Users in any manner.

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3. Any payment issues arising out of the transaction, or
4. Decline of transaction for any other reason/s.
All payments made against the purchases/services on Magic Sales by you shall be compulsorily in Indian Rupees acceptable by the Union of India. Magic Sales does not accept any other form of currency with respect to the purchases made on Magic Sales.

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The e-Wallet ("Wallet") is a pre-paid payment instrument which is associated with your www.magicsales.in account. You can maintain a balance of money with www.magicsales.in and redeem it at your convenience. Magic Sales will not pay any interest on the amount maintained by you in your Wallet.

Adding Funds of Wallet: Your Wallet can be refilled, using any of the pre-paid payment options only or by cheque. In case of successful use of pre-paid payment instrument in refilling, you will get the credit instantly. Whereas, for cheque payments the credit will reflect only upon realization the cheque in Datacomp’s account indicated on the “Add Funds” page of the e-Wallet. In case the cheque gets dishonored, Magic Sales shall automatically debit your wallet, a penalty amount of Rs. 250 to get compensated for the bank charges levied by Datacomp’s bank to Datacomp due to your cheque dishonor.

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2. If Magic Sales is unable to verify or authenticate any information you provide; or
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