

This section comprises three sections: Disclaimer, Terms and Conditions, and Privacy policy. A user is legally bound by these terms when using this sites/portal.

## Privacy Policy

### What This Privacy Policy Covers?

- This policy covers how Mithiads Private Limited and its group companies/websites/departments (together or individually will be referred as "Company" from here on) treat personal information that the Company collects and receives, including information related to your past use of the Company's products and services. Personal information is information about you that is personally identifiable like your name, address, email address, or phone number etc.

### Information Collection and Use

#### General

- The Company collects personal information when you register with the Company, when you use the Company products or services, when you visit the Company pages or the pages of certain partners of the Company. The Company may combine information about you that we have, with information we obtain from business partners or other companies. The Company shall have the right to pass on the same to its business associates, franchisees without referring the same to you.
- When you register, we ask for information such as your name, email address, birth date, gender, zip code, occupation, industry, and personal interests. Once you register with the Company and sign in to our services, you become our valued customer.
- The Company collects information about your transactions with us and with some of our business partners, including information about your use of products and services that we offer.
- The Company can use information for the following general purposes: to customize the advertising and content you see, to fulfil your requests for products and services, improve our services, contact you, conduct research, and provide anonymous reporting for internal and external clients.

### Information Sharing and Disclosure

#### The Company may share personal information about you with other people under the following circumstances:

- We provide the information to trusted partners who work on behalf of or with the Company under confidentiality agreements. These companies may use your personal information to help the Company communicate with you about offers from the Company and our marketing partners.
- We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the Company's terms of use, or as otherwise required by law.
- We transfer information about you if the Company is acquired by or merged with another company under a different management. In this event, the Company will notify you before information about you is transferred and becomes subject to a different privacy policy.
- The Company plans to display targeted advertisements based on personal information. Advertisers (including ad serving companies) may assume that people who interact with, view, or click on targeted ads meet the targeting criteria - for example, women ages 18-24 from a particular geographic area.
- The Company will not provide any personal information to the advertiser when you interact with or view a targeted ad. However, by interacting with or viewing an ad you are consenting to the possibility that the advertiser will make the assumption that you meet the targeting criteria used to display the ad...
- The Company works with vendors, partners, advertisers, and service providers in many different industries and categories of business. We reserve the right to send you certain communications relating to the Company's service, such as service

announcements, administrative messages and the Company's Newsletter, that are considered part of your account, without offering you the opportunity to opt-out of receiving them.

### **Changes to this Privacy Policy**

The Company may update this policy and display the same in their websites without notice to you and such posting will be deemed to have been read by you.

## **Terms and Conditions (T&C)**

The Terms and Conditions (T&C) contained herein along with the Privacy Policy and Terms of Use, form an Agreement regulating our relationship with regard to the use of company's websites, products and services by you.

VISITORS TO THE COMPANY'S WEBSITES ARE BOUND BY THE FOLLOWING TERMS AND CONDITIONS ("TERMS") SO PLEASE READ

THE FOLLOWING TERMS CAREFULLY BEFORE CONTINUING TO USE THIS SITES. You are advised to regularly check for any amendments or updates to the terms and conditions from time to time. The Company may add to or change or update these Terms of Use, from time to time entirely at its own discretion. You are responsible for checking these Terms of Use periodically to remain in compliance with these terms. Your use of the sites after any amendment to the Terms of Use shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions.

Any clause of terms and conditions if deemed invalid, void or for any reason unenforceable, shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of the terms and conditions

### **Definitions:**

"Agreement" means the Terms and Conditions (T&C) contained herein along with the Privacy Policy and Terms of Use including other T&C at other sites/portals of the Company. It will also include references to this Agreement as and when amended, notated, supplemented, varied or replaced.

"Portal / Sites" means the Company's platforms, websites, tools.

"User/You" means and includes any Customer / Users / You (the person or any legal entity) who uses the services offered by the Company through its Sites/Portal.

**The agreement between you and the Company is subject to the following terms and conditions:-**

1. **Registration:** Registration of the User on the Websites is Mandatory. The User agrees and undertakes at all times to be responsible for maintaining the confidentiality of the password and user id, and shall be fully responsible for all activities that occur by use of such password or user id. Further, the User agrees not to use any other party's under ID and Password for any purpose whatsoever regardless of any authorization from such party.
2. The User agrees to use the services provided by the Company, its affiliates, consultants and contracted companies, for lawful purposes only.
3. The User agrees to provide authentic and true information. the Company reserves the right to confirm and validate the information and other details provided by the User at any point of time. If upon confirmation such User details are found not to be true (wholly or partly), the Company has the right in its sole discretion to reject the registration and debar the User from using its services without prior intimation whatsoever.
4. The User agrees to: (a) provide true, accurate and complete information about himself and his beneficiaries as prompted by the registration form on the Websites; and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the User provides any information that is untrue, inaccurate, not current or incomplete or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company shall have a right to suspend or terminate User's registration and refuse any and all current or future use of the Websites and/or any Service.
5. The user agrees and undertakes to immediately notify the Company of any unauthorized use of the user's password or user ID and to ensure that the user logs off at the end of each session at the websites. The Company shall not be responsible for any, direct or indirect, loss or damage arising out of the user's failure to comply with this requirement.
6. Disclaimer of Warranties/Limitation Of Liability: USER ACKNOWLEDGES THAT THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS SITES WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITES OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, BUT SHALL ENDEAVOUR TO ENSURE USER FULLEST SATISFACTION. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER'S TRANSMISSIONS OR DATA; (C) ANY OTHER MATTER RELATING TO THE SERVICES; INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITES. THE COMPANY SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE WEBSITES DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE WEBSITES THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND THE COMPANY'S CONTROL. THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITES IS

DONE ENTIRELY AT THEIR OWN DISCRETION AND RISK AND THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

7. **Payment Terms:** the user certifies that he/she is at least 18 (eighteen) years of age or has the consent of a parent or legal guardian. User is responsible for the security of User's password and for all transactions undertaken using User's password through our service. User confirms that he/she is the authorized holder of the credit card or the original account holder used in the transactions under this Sites. The Company will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of user's ID/password/credit card number/account details number for using the Company's payment service.
8. **Cancellation Policy:** No Payment Cancellation is permitted. Any disputes in regards to payments/ refund of transaction(s) due to technical reasons are subject to arbitration / resolution on a case to case basis.
9. The Company will not be responsible for any damage suffered by users from use of the services on this sites. This without limitation includes loss of revenue/data resulting from delays, non-deliveries, missed deliveries, or service interruptions as may occur because of any act. This disclaimer of liability also applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action.
10. The User grants the Company the right to disclose to third parties Registration Data to the extent necessary for the purpose of carrying out the Services.
11. **Indemnity:** You shall indemnify and hold harmless the Company, and (as applicable) the Company's parent, subsidiaries, affiliates, third-parties and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of this Agreement.
12. **Termination /Suspension:** The Company reserves its right to refuse service, restrict, suspend, terminate your account; (Terminate this Agreement; Terminate or suspend your access to the Web Sites; Move, or remove any product or service that is available on or through the Services; Deactivate or delete your accounts and all related information and files in your account; Establish general practices and limits concerning use of this Sites) at any time, in its sole discretion with or without cause, and with or without any prior notice for any violation of the Terms of Use. Upon such termination or suspension, your right to use the Company's Websites will immediately cease. Once the User's registration or the Services are terminated, cancelled or suspended, any data that the User has stored on the Websites may not be retrieved later.

13. The User agrees that the Company may under certain circumstances and without prior notice, immediately terminate the User's user ID and access to the Websites/Services. Causes for termination may include, but shall not be limited to requests by enforcement or government agencies, etc
  
14. **Relationship:** None of the provisions of this terms and conditions, notices or the right to use the Websites by the User contained herein or any other section or pages of the Websites and/or the Linked Sites, shall be deemed to constitute a partnership between the User and the Company and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It may be noted, however, that if by using the Websites, the User authorizes the Company and its agents to access third party sites designated by them or on their behalf for retrieving requested information, the User shall be deemed to have appointed the Company and its agents as their agent for this purpose.
  
15. **Communication with Users:** The Company reserves the right to communicate with Users regarding this sites and User's use of this sites or any product or service purchased by User on this sites. User shall consent to receive SMS / email or any such Electronic / Written communications from the Company.
  
16. **Force Majeure:** The User agrees that the Company shall have no liability to you for any interruption or delay in the services offered by it in whole or in part by reason of any act, event, circumstance or a combination of acts, events and circumstances such as terrorism, strikes, lockouts, act of God, act of war etc ("Force Majeure").
  
17. **Applicable Law and Jurisdiction:** These terms and conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the web sites whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located at Bangalore (Karnataka), India for the resolution of all such disputes.
  
18. The Terms and Conditions, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this sites.
  
19. These terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted. By using the Company you agree to be bound by the Terms and Conditions.

We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction.

## Disclaimer

### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITES

#### Introduction

- By being allowed access to this Sites (as defined below), you enter into the Sites user agreement on the terms and conditions ("Terms") set out
- The Company (as defined under) reserves the right to add to or change/modify the Terms. The Company reserves the right, at its sole discretion, to make changes to any section of the Sites. Due to its policy of updating and improving the Sites, the Company may wish to change these Terms including those relating to the use of the Information (as defined under). You should read these Terms from time to time because such revised Terms shall be binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages in this Sites. If you access or register with the Sites after the Company has published or notified you of those changes, you agree to be bound by those changes.
- Set out below are the Terms governing the access, use of and downloads from the websites and includes any file or groups of files hosted on a computer and accessible by third parties through the internet protocol used to transmit files through the internet and any collection of one or more inter-related web pages or documents which can be viewed in entirety without leaving the applicable distinct URL when viewed by a browser program through a common URL. It is expressly understood that the term "URL" means the electronic address of any document located on the web comprising of a code or series of letters, numbers and/or symbols, which corresponds to a specific location on the web.
- You are advised to read the Terms carefully before accessing or registering to the Sites. By accessing the Sites you are agreeing to the Terms, whether or not you are a registered user. Please contact the Company if you require any clarifications.
- The materials on the Sites are provided by the Company as a service to its users and subscribers, and may be used for informational purposes only. If you do not agree to the Terms, please do not access/ use the Sites or download any materials from it. The access to this Sites is at the sole discretion of the Company. Certain parts of this Sites are accessible without the need for registration. You will be prompted to register when you attempt to access part of the Sites which requires prior registration.

#### Intellectual Property

- The Company's trademark and logo may not be used without the prior written consent of the Company and shall not be used in any manner that is likely to cause confusion or in any manner that disparages or discredits the Company, the logo or the Sites.
- All the information displayed, transmitted or carried by the Sites and its related websites including but not limited to data, images, graphics, logos, icons, directories, guides, news articles, opinion, reviews, text, photographs, images, illustrations, profiles, software, audio clips, video clips, trademarks, service marks and the like, e-mail, messages posted by the user in a chat room, discussion forum or otherwise (collectively "Information") are protected by copyright, trademarks and other intellectual property laws. The Information is owned by the Company, its affiliates or third party licensors. You agree to abide by all copyright notices and restrictions that are applicable to any

Information and not to alter the Information in any way. You further agree not to transfer the Information to any other person and you agree that you shall do all that may be necessary to prevent any unauthorized copying of the Information.

- Except as expressly provided herein, the Company, its affiliates, subsidiaries and its suppliers do not grant any express or implied right to you under any intellectual property laws. Any other rights may be expressly granted to you by the Company in writing.
- All trademarks, brands and names used on this Sites, including trademarks, brands and names of affiliates, co-subsidiary, co-branders, partners, advertisers, etc., are the property of their respective owners and the Company claims no right, title or interest to such trademarks, brand and names used on this Sites.

#### **Use of Information**

- You may download one copy of the Information hosted on the Sites on a single computer for your personal, non-commercial internal use only unless specifically licensed to do otherwise by the Company in writing or as allowed by any license terms which accompany or are provided with any particular Information. This is a license, not a transfer of title, and is subject to the restrictions set out in these Terms.
- You may retrieve, display, print or store any part of the Information for your personal, non-commercial use only. Any other use, including is strictly reproduction, modification, distribution, transmission, re-publication, commercial exploitation, display or performance of the Information on this Sites prohibited.
- The Information whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Information originated. Therefore, the Company is not responsible for any Information that you upload, download, post, email, transmit, exchange or otherwise receive through the Sites. The Company does not control the Information posted via the Sites and does not guarantee the accuracy, veracity, integrity, reliability quality of such information.
- You shall not use, access or post on the Sites any Information which is unlawful, immoral, illegal or malicious or in violation of any law of the place where you access the Sites nor shall you use the Sites for gambling, solicitation, email attacks, transmission of viruses, malicious or nuisance emailing or messaging, diffusion of immoral or pornographic material or engage in any activity which will result in breach of law or result in any offence. If you do any act or omission of the nature stated herein, the Company reserves the right to restrict or prohibit your access to the Sites or to take steps to counter these or to terminate your registration and enforce all remedies available to the Company in law.
- Notwithstanding anything mentioned in the Terms, in particular, you may not without the prior written permission from the Company.
  - ✓ redistribute any of the Information
  - ✓ create a database in any format by systematically downloading and storing all or any of the Information.
  - ✓ modify the Information or use them for any commercial purpose, or any public display or performance, sale or rental.
  - ✓ de-compile, reverse engineer or disassemble software except and only to the extent permitted by applicable law.
  - ✓ use the Sites or the services provided by the Company to:
  - ✓ Upload, post, email, transmit or otherwise make available any content or Information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
  - ✓ Impersonate any person or entity, including, but not limited to, a Company official or representative, forum leader, guide or host.

- ✓ Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the service.
  - ✓ Upload, post, email, transmit or otherwise make available any content or Information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements).
  - ✓ Upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other as proprietary rights of any party; upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such shopping rooms) that are designated for such purpose.
  - ✓ Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
  - ✓ Interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service.
- You agree to indemnify and hold the Company and its subsidiaries, affiliates, subsidiaries, officers, agents, co-branders or other partners, and employees, harmless from any claim, demand, liabilities, costs, damages including attorneys' fees, made by any third party due to or arising out of the Information you submit, post, transmit or make available through the Sites, or from and resulting from your connection to the Sites, or resulting from your violation of these Terms, or resulting from your violation of any rights of another, all whether done negligently or otherwise.

#### **Discussion Forums**

- The Sites includes or may include in the future public areas that allow feedback to the Company and interaction with third parties ("Forums"). The Company reserves the right (which it may exercise at its full discretion without notice) to delete, or edit user input and you waive any rights, moral or otherwise that you have with regard to your input. The Company shall have the right to use any Information posted by the user for any purpose that Company deems fit. We reserve the right to edit or remove any Information, either exchanged or posted on the public domain, without assigning any reason.
- The Company does not have any obligation whatsoever to monitor, approve, endorse or exercise editorial control over any information posted by users and does not therefore accept responsibility for or make any warranties in connection with such information.
- By submitting any Information to any Forums on this Sites you are granting the Company a perpetual royalty free, non-exclusive license to reproduce, make available, distribute and sub-license your input in whole or in part and in print or electronic form or in any other form.

#### **User Undertaking**

- Any Information or other communication you transmit or post to this Sites will be considered non-confidential and non-proprietary. The Company will have no obligations with respect to such Information or communications. The Company and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Information and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes.



- You are prohibited from accessing, using, posting or transmitting to or from this Sites any unlawful, threatening, libellous, defamatory, obscene, from pornographic, or other material that would violate any law. If you engage in any such activity the Company will have the right to restrict or prohibit you accessing or using the Sites or the services being offered by the Company.
- The Company may, but is not obligated to, monitor or review any sections on the Sites where you transmit or communicate with each other or post Information, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such Information. We reserve the right to edit, delete, remove any Information from the Sites. You waive all rights of privacy that they have in relation to any monitoring or review done by the Company as regards any Information posted by you or as regards any communication engaged in by you.
- The Company will have no liability related to the content of any Information posted by third parties, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise.

#### **Software**

- Copyright in any software owned by the Company that is made available for download from the Sites ("Software") is the property of the Company or the third party from whom the Software is licensed as the case may be. The Copyright in any other Software not owned by the Company vests with its respective owner/ proprietor. Your use of the Software is governed by the terms and conditions of any license agreement that may accompany or be included with the Software. You should not install any Software unless you agree to the terms of the respective Software license. The Company makes no representation or warranties in relation to these Software and you will have to directly deal with the respective owner of such Software.
- The Company shall have no liability for any Software that may be downloaded by you from the Sites or for any loss or damage arising out of the use of such software and the Company will not be held liable for any loss or damage arising out of such use or access of the Software.

#### **Hyperlinks**

- The Company may provide hyperlinks to other internet sites including of co-branders, affiliates, subsidiaries or partners. Since the Company has or no control over such sites and resources, you acknowledge and agree that the Company is not responsible for the availability of such external Sites resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such Sites or resources. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Sites or resource.
- The Company reserves the right to terminate any link or linking program at any time. The Company does not endorse companies or products to which it provides web links and reserves the right to note as such on its Sites. If you decide to access any of the third party's sites linked to the Sites, you doing this at your own risk and choice.

#### **Advertisement**

- The Company subscribes (or may subscribe in future) to Google AdSense and/or other parties which delivers ads targeted to search results based on the content of our sites webpage. The ads delivered by Google AdSense and/or other parties are not controlled by the Company nor any of its affiliates. Ads delivered by Google AdSense and or other parties do not

constitute nor imply endorsement of any product or service offered by the Company or any officers, employees nor of any of its affiliates.

- Users are recommended to make appropriate enquiries and take appropriate advice before sending any money, incurring any expense or entering into a binding commitment in relation to any advertisement on our websites. The Company shall not be liable to any person for loss or damage incurred or suffered as a result of his/her accepting or offering to accept an invitation contained in any advertisement on our websites.

#### **Privacy Policy**

- The information you provide about yourself to the Company will only be used by the Company in accordance with its Privacy Policy as set out in the Sites. To review the privacy policy, please check the websites for the link.

#### **Disclaimer**

- The Company does not make any representation or warranty regarding the accuracy, completeness, and reliability of the Information displayed, uploaded or distributed through the Sites. The Company is not responsible for any loss or damage resulting from any inadvertent errors or omissions appearing on this Sites and any user using information contained on the Sites does so entirely at his/ her own risk.
- The Company makes no representation and warranty that the Sites is free from infection by viruses, worms or any other properties that has contaminating or destructive properties.
- Except for the warranties expressly mentioned in these Terms, the Company excludes and disclaims all warranties, conditions or statements, any whether express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for purpose, title and/or non - infringement. The information from or through this Sites is provided on "AS IS" basis, and all warranties expressed or implied, of any kind, regarding matter pertaining to any goods, services or channel, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement are disclaimed and excluded.
- The Company will not be liable for damages without limitation including damages for loss of business projects, or loss of profit arising in contract, tort or otherwise from the use of or inability to use this Sites, including but not limited to direct, indirect, incidental, special, punitive or consequential damages, from your use or inability to use the Sites or any content or information or from any action taken (or refrained from being taken) as a result of using the Sites or any content or Information, regardless of whether the Company has been notified of such damages. The Company does not assume any legal liability or liability or responsibility for the accuracy, completeness, or usefulness of any Information, apparatus, product, or process disclosed nor represents that its use would not infringe privately owned rights. Certain links on the Sites lead to resources located on servers maintained by third parties over whom the Company has no control or connection, business or otherwise. These sites are external to the Company and by visiting these, you are outside the Sites and its channels. Neither the Sites nor the Company endorses in any way nor offers any judgement or warranty and accepts no responsibility or liability for the authenticity, availability of any of the goods or services or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visiting and transaction on these sites.
- Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favouring by the Company. The views and opinions expressed herein do not necessarily state or reflect those of the Company, and shall not be used for advertising or product endorsement purposes.

- External web links to other sites are intended for convenience of the users without having the endorsement of the Company. Use of any logo for any company or entity outside of the Company is used for better look and for your convenience, but its use is not meant to imply an official endorsement of their product(s), services.
- All the contents of this Sites are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Any specific advice or replies to queries in any part of the Sites is/are the personal opinion of such experts/consultants/persons and are not subscribed to by this Sites.

#### **Restriction of Access/ Termination**

- If you violate any of these Terms, the Company may deny you access to the Sites and also disable any other user name and password associated with you. This is in addition to any other remedies available at law or equity including that of termination of the registration for the services that you avail of.
- The Company reserves the right to suspend or terminate your access and use of this Sites or registration, as the case may be, at any time, without assigning any reason whatsoever, in addition to the reasons stated in these Terms. The Company may exercise this right of termination, with or without giving notice to you. You agree that the Company shall not be liable to you or to any third party for any suspension or discontinuance of the Service.

#### **Choice of law and jurisdiction**

- The Company makes no representation that the Information in its sites are appropriate or available for use everywhere and by everyone. Further, you may note that access to the sites from territories where the Information is illegal is prohibited.
- The laws of India shall govern any claim relating to the Information by any user without giving effect to any principles of conflicts of laws. Any waiver or amendment of any of these legal notices will be effective only if signed by the Company and the failure of the Company to exercise or enforce any of these legal notices shall not constitute a waiver of such right or provision. The Courts of Bangalore (Karnataka), India shall have exclusive jurisdiction in relation to any dispute regarding the use or access of the Sites.

#### **Assignability**

You may not assign, sub-licence or otherwise transfer any of your rights under these Terms.

#### **Severability**

If any provision of these Terms is found to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

#### **Waiver**

Failure by the Company to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

#### **Force Majeure**

The Company shall have no liability to you for any interruption or delay in access to the Sites irrespective of the cause.

**Entire Agreement**

These Terms and any revision thereof constitute the entire agreement between the Company and you 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.

**Unauthorized Access and Notification**

You are responsible for the use of the Sites and for preventing any unauthorized use of your registration. You are under an obligation to keep your password strictly confidential. If you believe that there has been any breach of security such as the disclosure, theft or unauthorized use of your user name and password, you must notify the Company immediately. The Company disclaims all liabilities in respect of any such unauthorized access or use.

**Contacting the Company**

If users have any questions or clarifications about the Terms or the Privacy Policy, the practices of the Company or their dealings with the Company, please contact the company.

We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction.