

TERMS OF SERVICE KAPLESHWAR OPTICS

1. GENERAL

In terms of Information Technology Act, 2000, this document is an electronic record. Being generated by a computer system it does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of:

- 1.1. The online portal www.kapleshwar.com (hereinafter referred to as “the Website”), owned by Kapleshwar Trading Private Limited (hereinafter “KTPL”) having its place of business at Flat Number 6-B, The Heritage Apartments, 4th Cross Street, Ormes Road, Kilpauk, Chennai, Tamil Nadu 600 010.
- 1.2. For the purpose of these Terms of Use, wherever the context so requires **"You"** or **"User"** shall mean any natural or legal person who has agreed to become a user by accessing the Website and the contents therein. The Website also providing its services without registration/acceptance does not absolve You of this contractual relationship. The term **"We"**, **"Us"**, **"Our"** shall mean Kapleshwar Trading Private Limited / or KTPL or **Company**.
- 1.3. By using the Website, You accept and agree to be bound by the Terms and Conditions of Use (“Terms”), and the Privacy Policy (together, the “Agreements”). Your continued use of the Website is conditioned upon your compliance with the Agreements.
- 1.4. Your use of Our Website is evidence that You have read and agreed to these Terms of Service and our Privacy Policy. Please read both carefully. The use of this Website by You is governed by this policy and any policy so mentioned by terms of reference.
- 1.5. Using the Website shall be taken to mean that You have read and agreed to all of the policies so binding in You and that You are contracting with the Company and

have undertaken binding obligations with the company. If you do not agree with any of these terms, please discontinue using the Website.

2. SERVICES OFFERED

- 2.1. The Company is in the business of retail optical dispensing.
- 2.2. The Website shall allow the users to browse, select, virtually try on frames and purchase a product thus displayed by the Company including lens, frames, contact lens and lens solution.
- 2.3. This Website shall allow users to upload their pictures or videos upon using the virtual try on feature on any social network sites.

3. USE OF WEBSITE

- 3.1. You are required to read and accept all of the terms and conditions laid down in these Terms and Conditions ("Terms") and the linked Privacy Policy, before you may use our Website. The Website allows you to browse, select and purchase goods and vouchers etc.
- 3.2. This User Agreement sets out the terms and conditions on which we shall provide the Services to the Users through the Website. The Users shall be deemed to have read, understood and accepted this Agreement, which may be updated or modified by us from time to time.
- 3.3. The use of the Website is offered to the Users conditioned on acceptance without modification of all the terms, conditions and notices contained in this Agreement and as may be posted on the Website from time to time. This Agreement shall be effective and binding upon Users' 'acceptance'. 'Acceptance' shall mean Users' affirmative action in clicking on "I have read the Terms and Conditions and I accept them" box and on the Submit button as provided on the registration page. For removal of doubts, it is clarified that use of the Website by the Users also constitutes an acknowledgement and acceptance by the Users of this Agreement. If the User does not agree with any part of such terms, conditions and notices, the Users must not use the Website.
- 3.4. The Company at its sole discretion reserves the right not to facilitate acceptance of any request by the users for listing, display or offering any products and services through the Website without assigning any reason thereof. Any contract to provide

any service is not complete until the entire consideration towards the service is received.

- 3.5. By placing an order, you make an offer to us to purchase products you have selected based on standard Website restrictions, Merchant specific restrictions, and on the terms and conditions stated below.
- 3.6. The Website takes no responsibility for the services or products that are sold or supplied by third party sellers. The Company makes no warranty to their end users for the quality, safety, usability, or other aspect of a product or service that is supplied by a seller and/or services that may involve potential bodily harm the Company takes no responsibility for the service or activity being offered, and the User takes responsibility for his or her own actions in utilizing those services.
- 3.7. Please see our Privacy Policy for details. We shall have no responsibility in any manner whatsoever regarding any promotional emails or SMS/MMS sent to you. The offers made in those promotional emails or SMS/MMS shall be subject to change at the sole discretion of the Company and the Company owes no responsibility to provide you any information regarding such change.
- 3.8. By impliedly or expressly accepting these Terms of Service, You also accept and agree to be bound by our other Policies, *inter alia* Privacy Policy, which would be amended from time to time.
- 3.9. You may not use the Website in any manner that may impair, overburden, damage, disable or otherwise compromise (i) Company's services; (ii) any other party's use and enjoyment of company's services; or (iii) the services and products of any third parties (including, without limitation, the Authorized Device).
- 3.10. You agree to comply with all local laws and regulations governing the downloading, viewing of contents and any other laws that will apply to the usage of a Website, without limitation, any usage rules set forth in the online application store terms of service.
- 3.11. You hereby certify that you are at least 18 years of age.
- 3.12. You agree to ensure the email address provided is valid at all times and will keep your contact information accurate and up-to-date. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete,

Company has the right to refuse any and all current or future use of the Website (or any portion thereof).

- 3.13. You shall not use the Services or Materials for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or identity theft.
- 3.14. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website.

4. UPDATES

- 4.1. We hold the sole right to modify the Terms of Service without prior permission from You or informing You. The relationship creates on You a duty to periodically check the terms and stay updated on its requirements. If You continue to use the Application following such a change, this is deemed as consent by You to the so amended policies. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to use the Application solely for non commercial purposes.
- 4.2. We reserve the right to temporarily disable or permanently discontinue any and all operations of the Website.

5. USER OBLIGATIONS

- 5.1. By using this Website, the User agrees to comply with all of the Terms hereof. The right to use the Website is personal to the User and is not transferable to any other person or entity. The User shall be responsible for protecting the confidentiality of their password(s), if any. The User acknowledges that, although the internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of the Company, and the Company shall not be responsible for any data lost while transmitting information on the internet. While it is the Company's objective to make the Website accessible 24 hours per day, 7 days per week, the Website may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand

and acknowledge that due to circumstances both within and outside of the control of the Company, access to the Website may be interrupted, suspended or terminated from time to time. The Company shall have the right at any time to change or discontinue any aspect or feature of the Website, including, but not limited to, content, hours of availability and equipment needed for access or use. Further, the Company may discontinue disseminating any portion of information or category of information may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

- 5.2. The User shall be responsible for obtaining and maintaining telephone, computer hardware and other equipment needed for access to and use of the Website and all charges related thereto. The Company shall not be liable for any damages to the User's equipment resulting from the use of the Website.
- 5.3. The Company owns no responsibility in any manner over any dispute arising out of transactions by any third party using your account/e-mail provided by you to the Company or payments made by your credit card by any third party.
- 5.4. The User further agrees to accept responsibility for all transactions made from your account and any dispute arising out of any misuse of your account, whether by any family member, friend, relative, any third party or otherwise shall not be entertained by the Company. You agree to notify Company immediately of any unauthorized use of your account or any other breach of security and understand that the Company reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.
- 5.5. In the event of detection of any fraudulent or declined transaction, prior to initiation of legal actions, the Users understands that the Company reserves the right to immediately dishonor all past and pending orders without any liability including that of refunds.
- 5.6. You agree, understand and confirm that the credit card details provided by you for availing of services on Company will be correct and accurate and you shall not use the credit card which is not lawfully owned by you.
- 5.7. The Users shall not use the website in such a manner as to threaten 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.

- 5.8. The User shall not disseminate information that is false, inaccurate or misleading and violate any applicable laws or regulations for the time being in force in or outside India
- 5.9. The User 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.
- 5.10. Users agree to comply with all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/ VAT, Income Tax, Service Tax, Central Excise, Custom Duty, Local Levies) regarding his/her use of Company service and his/her bidding on, listing, purchase, solicitation of offers to purchase, and sale of products or services.
- 5.11. Users upload their pictures with absolute consent and understanding. The Company merely facilitates the service and has no liability for any consequence arising out of uploading pictures of oneself as a part of using the virtual try on feature of the website.
- 5.12. The User understands and agrees that we are not responsible for any defect, delay or interferences in the use of the payment gateways while making the payment for a transaction.

6. SHIPMENT AND DELIVERY

- 6.1. The User understands that any order placed shall be processed only on the receipt of the payment due to the Company and the delivery shall be made within a period of 5 (Five) to 50 (Fifty) Business days.
- 6.2. We will be able to deliver all spectacles (Both Frames and lenses), and individual frame / sunglass orders within 5 to 7 business days from the placement of the order.
- 6.3. Most contact lenses orders shall be delivered within 7-10 business days, subject to their availability. On the off chance a particular lens of a specified power is unavailable, the same shall have to be procured and hence the process would take longer. In all such cases, the delivery shall be made within a period of 50 (Fifty) business days from the date of the Order.

- 6.4. **Simultaneous purchase of the same item:** The customer accepts and acknowledges that even though a particular SKU's stock status may show it to be available, there may arise a possibility that the product has been sold simultaneously to two different customers. In all such scenarios, there is a possibility that the available SKUs may also take up to a maximum period of 50 (Fifty) Business days to be delivered.
- 6.5. **Inability to procure:** You hereby agree, acknowledge, and accept that there may arise a scenario wherein a particular SKU cannot be procured / made available by Us due to various reasons including but not limited to product discontinuation, limited editions, non-availability with a dealer / company warehouses. In all such scenarios, we shall refund the amount paid along with the order (if any) within a maximum period of 10 [Ten] business days.

7. **WEBSITE ACCESS:**

- 7.1. The Company grants you a limited license to access and make personal use of the Website and avail the services. This license does not include any downloading or copying of account information for the benefit of another vendor or any other third party; caching, unauthorized hypertext links to the Website and the framing of any content available through the Website uploading, posting, or transmitting any content that you do not have a right to make available (such as the intellectual property of another party); uploading, posting, or transmitting 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; any action that imposes or may impose (in Company's sole discretion) an unreasonable or disproportionately large load on Company's infrastructure; or any use of data mining, robots, or similar data gathering and extraction tools. You may not bypass any measures used by Company to prevent or restrict access to the Website. Any unauthorized use by you shall terminate the permission or license granted to you by Company.

8. **PRICING INFORMATION**

8.1. Prices and availability are subject to change without any prior notice. The prices mentioned on the Website are not subject to comparison with the same or similar product(s) and/or service(s) available through any online or offline sale. While Company strives to provide accurate product and pricing information, pricing or typographical errors may occur. In the event that a product is listed at an incorrect price or with incorrect information due to an error in pricing or product information, Company may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Company will have the right to modify the price of the product and contact you for further instructions using the e-mail address or telephone number provided by you during the time of registration, or cancel the order and notify you of such cancellation. In the event that Company accepts your order the same shall be debited to your credit card account. The payment may be processed prior to Company's dispatch of the product that you have ordered. If we have to cancel the order after we have processed the payment, the said amount will be reversed back to your credit card account.

9. CANCELLATION OF ORDER

- 9.1. The Company reserves the right, at our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being cancelled shall include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, problems identified by our credit and fraud avoidance department or any defect regarding the quality of the product. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card has been charged, the said amount will be reversed back in your Card Account.
- 9.2. In case of requests for order cancellations by the Users, Company reserves the right to accept or reject requests for order cancellations for any reason. As part of usual business practice, if we receive a cancellation notice and the order has not been processed / approved by us, we shall cancel the order and refund the entire

amount. Company has the full right to decide whether an order has been processed or not. The customer agrees not to dispute the decision made by Company and accept Company's decision regarding the cancellation. In the event of cancellation of order by the customer Company shall not refund the voucher, if any used against such order.

10. SUBMITTED CONTENT

10.1. With respect to such materials you submit or make available for inclusion on the Website, you grant Company a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials. You hereby represent, warrant and covenant that any materials you provide do not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant the license specified.

DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

11. DISCLAIMER OF WARRANTY:

ALL CONTENT, PRODUCTS, AND SERVICES ON THE WEBSITE, OR OBTAINED FROM A WEBSITE TO WHICH THE WEBSITE IS LINKED (A "LINKED WEBSITE") ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. ALL WARRANTIES, IF ANY, RELATING TO THE PRODUCT AND SERVICES WOULD BE PROVIDED BY THE MANUFACTURER/SUPPLIER OF SUCH PRODUCT AND NOT BY COMPANY. ANY CLAIM IN RELATION TO THE SAME SHOULD BE RAISED AGAINST RESPECTIVE MANUFACTURER/SUPPLIER AND NOT COMPANY IN ANY CASE WHATSOEVER. COMPANY DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR (A) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE WEBSITE BY ANY PARTY

OTHER THAN COMPANY, (B) ANY CONTENT PROVIDED ON LINKED WEBSITES OR (C) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED WEBSITE. OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, UNDER NO CIRCUMSTANCE WILL COMPANY BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITE OR A LINKED WEBSITE, OR USER'S RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED WEBSITE. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE WEBSITE, OR OBTAINED FROM A LINKED WEBSITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE, OR OTHER CONTENT.

11.1. It is understood by the Buyer, that Pictures of the Products shown are merely indicative and are not an identical representation of the actual product. In case any defect, which is not mentioned in the offer description, which drastically reduces or nullifies the product's value or serviceability for the designated purpose, comes into the notice of the Buyer, he/she must advise the User of this defect within 14 [Fourteen] days of product delivery in order to request for rectification at the User's expense. The same applies in case the product lacks a characteristic stated or does not contain the features as have been detailed in the offer description by the User. The above clause in no way restricts further warranty or guarantee rights.

12. LIMITATION OF LIABILITY:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, OPPORTUNITY, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES), RESULTING FROM USE OF THE WEBSITE, SALE AND SUPPLY OF GOODS CONTENT OR ANY RELATED/UNRELATED SERVICES AND OTHER SERVICES OFFERED ON THE WEBSITE FROM TIME TO TIME. IF FOR ANY REASON, LAW DOES NOT PERMIT EXCLUSIONS OF LIABILITY THEN, THE LIABILITY OF THE COMPANY SHALL BE LIMITED TO SUCH AMOUNT PAID BY THE USER AND RETAINED BY THE COMPANY FOR THE TRANSACTION IN QUESTION.

- 12.1. All commercial/contractual terms are offered by and agreed to between the User and the Buyer alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products and after sales services related to products. The Company does not have any control, or determines, or advises or in any way involves itself in the offering or acceptance of such commercial/contractual terms between the Buyer and the Seller. The Company shall not and is not required to mediate or resolve any dispute or disagreement between the User and the Buyer as it is a facilitator for the services at the Website and acts only as an online platform. All the services offered to, through or via the Website are provided on "as is" basis without any representation or warranty of any kind from the Company, either express or implied, including without limitation any representation or warranty for accuracy, continuity, uninterrupted access, timeliness, quality, performance for any particular purpose or completeness. The Company its associates, affiliates and service providers and technology partners make no representations or warranties about the accuracy, reliability, completeness, and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Website or that the operation of the Website will be error free and/or uninterrupted.
- 12.2. The Company assumes no liability whatsoever for any monetary or other damage suffered by User on account of:
 - a. The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website
 - b. Any interruption or errors in the operation of the Website.

- 12.3. Users expressly understand and agree that Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses
- 12.4. Company is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, back ordered or otherwise unavailable. Company is not liable for temporary unavailability of the Website, the failure of individual or all Website functions, or incorrect functioning of the Website. Company is particularly not liable for technical problems which cause offers or bids to be accepted or processed late or incorrectly, or not at all. Company particularly does not guarantee that the system time clock will match an officially set time.

13. LINKS TO THIRD PARTY WEBSITES

- 13.1. Users understand and agree that Company and the Website merely provide hosting services to its Users and persons browsing / visiting the Website. All items advertised / listed and the contents therein are advertised and listed by Users and are third party user generated contents. Company neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor selects or modifies the information contained in the transmission. Company has no control over the third party user generated contents The Website may contain links to other websites ("Linked Websites"). The Linked Websites are not under the control of Company or the Website and Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. Company is not responsible for any form of transmission, whatsoever, received by the Users from any Linked Website. Company is providing these links to the Users only as convenience, and the inclusion of any link does not imply endorsement by Company or the Website of the Linked Websites or any association with its operators or owners including the legal heirs or assigns thereof. Company is not responsible for any errors, omissions or representations on any Linked Website. Company does not endorse any advertiser on any Linked Website in any manner.

The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

14. USE OF COMMUNICATION SERVICES

14.1. When you use the Website or send emails to Company, you are communicating with Company electronically. You consent to receive communications from Company electronically. Company will communicate with you by email, SMS or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

14.2. The Website may contain services such as email, chat, bulletin board services, information related to various news groups, forums, communities, personal web pages, calendars, and/or other message (hereinafter collectively referred to as "Communication Services"). The Users agree and undertake to use the Communication Services only to post, send / receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, the Users agree and undertake that when using a Communication Service, the Users will not:

- a. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- b. publish, post, upload, distribute or disseminate any inappropriate, pornographic, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- c. upload files that contain software or other material protected by intellectual property laws unless the Users own or control the rights thereto or have received all necessary consents;
- d. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
- e. advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- f. conduct or forward surveys, contests, pyramid schemes or chain letters;

- g. download any file posted by another user of a Communication Service that the Users know, or reasonably should know, cannot be legally distributed in such manner;
- h. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- i. violate any code of conduct or other guidelines, which may be applicable for or to any particular Communication Service;

14.3. Company has no obligation to monitor the Communication Services. However, Company reserves the right to review materials posted through Communication Service and to remove any materials in its sole discretion. Company reserves the right to terminate the Users' access to any or all of the Communication Services at any time without notice for any reason whatsoever. Company reserves the right at all times to disclose any information as is necessary to satisfy or comply with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Company's sole discretion. Company does not control or endorse the content, messages or information found in any communication service and, therefore, Company specifically disclaims any liability or responsibility whatsoever with regard to the communication services and any actions resulting from the Users' participation in any communication service. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. Users are responsible for keeping themselves updated of and adhering to such limitations if they download the materials.

15. TERMINATION

15.1. Company reserves the right, in its sole discretion, to terminate access to the Website and the related services or any portion thereof at any time, without any prior notice. The Users agree that Company may under certain circumstances and without prior notice, immediately terminate the Users' user id and access to the Website/Services. Causes for termination may include, but shall not be limited to, breach by the Users of this Agreement or the Privacy Policy, Buying forbidden products, requests by enforcement or government agencies, requests by the Users,

non-payment of fees owed by the User in connection with the Services as specified. This Agreement may be terminated by the User only through a written notice to Company or by sending an email to support@kapleshwar.com.

15.2. Should the User object to any terms and conditions of this Agreement, or become dissatisfied with the Service in any way, the User's only recourse is to immediately:

- a. discontinue use of the Website/Service;
- b. notify Company of such discontinuance.

15.3. Upon termination of the Service, User's right to use the Website/Services shall immediately cease. The User shall have no right and Company shall have no obligation thereafter to execute any of the User's uncompleted tasks or forward any unread or unsent messages to the User or any third party. Once the User's registration or the Services are terminated, cancelled or suspended, any data that the User has stored on the Website may not be retrieved later and the User shall have no right over the same.

15.4. The Users shall be responsible for accessing the Services and that access may involve third party fees including, airtime charges or internet service provider's charges which are to be exclusively borne by the Users. The Users also understands that the Services may include certain communications from Company as service announcements and administrative messages.

16. REGISTRATION

16.1. Registration of the Users on the Website is optional. Only limited access to the Website is available to non-registered Users. Non-registered Users may not be permitted to avail the Services on the Website. In order to obtain increased access to the Website and to avail the Services the Users are required to register on the Website as a registered User. If the Users opt to register himself/herself on the Website, upon completion of the registration process, the Users shall receive a user id and password. The Users also agree to: (a) provide true, accurate and complete information about himself/herself and his/her beneficiaries as prompted by the registration form ("Registration Data") on the Website; 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 Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate the Users' registration and refuse any and all current or future use of the Website and/or any Service. Furthermore, the Users grant Company the right to disclose to third parties Registration Data to the extent necessary for the purpose of carrying out the Services

17. WEBSITE-PROVIDED EMAIL AND POSTINGS

17.1. The Website may provide users with the ability to send email messages to other users and to post messages on the Website. Company is under no obligation to review any messages; information or content ("Postings") posted on the Website by users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, Company May from time to time monitor the POSTINGS on the Website and may decline to accept and/or remove any email or Postings. You understand and agree not to use any functionality provided by the Website to post content or initiate communications that contain:(i) Any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law. (ii) Advertisements or solicitations of any kind. (iii) Impersonate others or provide any kind of false information. (iv) Personal information such as messages which state phone numbers, account numbers, addresses, or employer references. (v) Messages by non-spokesperson employees of Company purporting to speak on behalf of Company or containing confidential information or expressing opinions concerning Company. (vi) Messages that offer unauthorized downloads of any copyrighted or private information. (vii) Multiple messages placed within individual folders by the same user restating the same point. (vii) Chain letters of any kind. (viii) Identical (or substantially similar) messages to multiple recipients advertising any product or service, expressing a political or other similar message, or any other type of unsolicited commercial message. This prohibition includes but is not limited to a) Using Company invitations to send messages to people

who don't know you or who are unlikely to recognize you as a known contact; b) Using the Website to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and c) Sending messages to distribution lists, newsgroup aliases, or group aliases.

18. TRADEMARKS:

18.1. The trademarks, logos and service marks ("Marks") displayed on the Website are the property of Company and other respective persons. Users are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or Websites on the World Wide Web without the written permission of Company or such third party which may own the Marks. All information and content including any software programs available on or through the Website ("content") is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available on or through the Website for commercial or public purposes. The Website contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and the entire contents of the Company protected by copyright as a collective work under the applicable copyright laws. The Company owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Users may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Users may download / print / save copyrighted material for the User's personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of the Company and the copyright owner is permitted. If copying, redistribution or publication of copyrighted material is permitted, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. The User acknowledges that he/she/it does not acquire any ownership rights by downloading copyrighted

material. Trademarks that are located within or on the Website or a Website otherwise owned or operated in conjunction with the Company shall not be deemed to be in the public domain but rather the exclusive property of the Company, unless such Website is under license from the trademark owner thereof in which case such license is for the exclusive benefit and use of the Company, unless otherwise stated.

19. PROPRIETARY RIGHTS

- 19.1. You hereby acknowledge that KPTL owns all rights, titles and interest in and to the Website and to any and all proprietary and confidential information contained therein ("Information"). The Website and Information are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.
- 19.2. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"). This Content is protected by applicable intellectual property rights and is the property of the Company, its third party licensors and partners (as applicable), and other entities that provide such content to the Company. You may not (or enable others to) copy, distribute, display, modify, or otherwise use the Content except as it is provided to you through the Application hereunder. The Company and its licensors make no representations or warranties regarding the accuracy or completeness of the Content.
- 19.3. Other than when provided for, the use of such content and it being reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent is not allowed.

20. COPYRIGHT

- 20.1. All information, content, services and software displayed on, transmitted through, or used in connection with the Website, including for example news articles,

reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively, the "Content"), as well as its selection and arrangement, is owned by us, and its affiliated companies, licensors and suppliers. You may use the Content online only, and solely for your personal, non-commercial use, and you may download or print a single copy of any portion of the Content solely for your personal, non-commercial use, provided you do not remove any trademark, copyright or other notice from such Content.

20.2. You may not, republish any portion of the Content on any Internet, Intranet or extranet Website or incorporate the Content in any database, compilation, archive or cache. You may not distribute any Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. You may not scrape or otherwise copy our Content without permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Application, not to insert any code or product or manipulate the content of the Website in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.

21. CONSEQUENCE OF BREACH

21.1. You acknowledge that a violation or attempted violation of any part of this Agreement will cause such damage to the company as will be irreparable, the exact amount of which would be impossible to ascertain and for which there will be no adequate remedy at law.

21.2. In no event shall you be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of KPTL, the exploitation of any advertising or other materials issued in connection therewith, or the exploitation of the Website or any content used or displayed through the Website.

21.3. Without prejudice to the other remedies available to Company under this agreement or under applicable law, Company may limit the Users activity, or end the Users listing, warn other Users of the Users actions, immediately temporarily/indefinitely suspend or terminate the user's registration, and/or refuse to provide the user with access to the Website.

- a. if the Users are in breach of this agreement, the privacy policy and/or the documents it incorporates by reference;
- b. Company is unable to verify or authenticate any information provided by the Users; or
- c. Company believes that the Users actions may infringe on any third party rights or breach any applicable law or otherwise result in any liability for the Users, other users of the Website and/or Company.

22. RELATIONSHIP

22.1. None of the provisions of this Agreement, terms and conditions, notices or the right to use the Website by the Users contained herein or any other section or pages of the Website and/or the Linked Websites, shall be deemed to constitute a partnership between the Users and 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 Website, the Users authorize Company and its agents to access third party Websites designated by them or on their behalf for retrieving requested information, the Users shall be deemed to have appointed Company and its agents as their agent for this purpose. Further it is clarified that the use of or access to the Website or any facilities are not intended to create an agency, partnership, joint-venture or employer-employee or vendor-vendee relationship between the User, Company and/or the Website.

23. REVISION

23.1. We may modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or add, change and modify prices for all or part of the Services for you or for all our users at any time and in our sole discretion. All of these changes shall be effective upon their posting on the Website or by direct communication to you unless otherwise noted. We further reserve the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by us to be contrary to this Agreement.

24. INDEMNIFICATION

24.1. You agree to indemnify, hold harmless, and defend the Company and its licensors, suppliers, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (collectively "Indemnified Parties") from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to

attorneys' fees), incurred by or made against the Indemnified Parties in connection with any claim arising from or related to (i) your use (or anyone using your account's) use of the Services, the Website or the Materials, (ii) your Content, or (iii) any Commercial Products you offer on or through the Website or using our Services. This includes, but is not limited to, any breach or violation of this Agreement by you or anyone utilizing your account. You agree to fully cooperate at your expense as reasonably required by an Indemnified Party. Each Indemnified Party may, at its election, assume the defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter involving an Indemnified Party without the consent of the applicable Indemnified Party.

25. AMENDMENT

25.1. We reserve the right, in our sole discretion, to modify or replace any part of this Agreement at any time, effective upon the date of the change. In the event of any such change, we will post a notice on the Website that we have changed this Agreement. You and we both understand that sometimes there are issues with email communication. We are not responsible if any email notice gets caught by your SPAM filter and you do not see it, if you have given us the wrong email address (or failed to update your address) or if there are other communications issues that prevent email from reaching you. Therefore, we encourage you to frequently visit this page periodically to monitor any changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new services and/or features through Website (including the release of new tools and resources). For the avoidance of doubt, such new features and/or services shall be subject to the terms and conditions of this Agreement.

26. DISPUTES

26.1. The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of the Union of India as applicable in the State of Tamil Nadu. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and courts located in Tamil Nadu, and you hereby submit to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

27. PRIVACY

27.1. We encourage you to read the [Privacy Policy](#), and to use the information it contains to help you make informed decisions. Please also note that certain information, statements, data and content (such as photographs) which you post to the Website are likely to reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge and agree that your submission of such information is voluntary on your part. Further, you acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion. Disclosures of user information to third parties are further addressed in the [Privacy Policy](#).

28. JURISDICTION

28.1. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of India, without reference to its conflict-of-laws principles. The parties hereto, their successors and assigns, consent to the jurisdiction of the courts of India with respect to any legal proceedings related to this Agreement, and waive any objection to the propriety or convenience of venue in such courts.

29. ENTIRE AGREEMENT

29.1. This Agreement is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes all other communications or representations or agreements (whether oral, written or otherwise) relating thereto.

30. WAIVER

30.1. The failure of either party at any time to require performance of any provision of this Agreement in no manner shall affect such party's right at a later time to enforce the same. No waiver by either party of any breach of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to

be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Agreement.

31. GENERAL TERMS

- 31.1. If any provision of this Agreement shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.
- 31.2. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Application or this Agreement must be filed by you within one (1) year after such claim or cause of action arose or be forever barred. The section headings in this Agreement are for convenience only and have no legal or contractual effect.