

Legal:

Terms & Conditions of Use of India Chamber of Commerce Website.

The www.indiachamber.org Web site ("Site") is made available by the India Chamber of Commerce (hereafter ICC). All content provided on or through this Site may be used only under the Terms and Conditions stated below

USE OF THIS ICC WEB SITE CONSTITUTES YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF USE ESTABLISHED BY THE India Chamber of Commerce.

When you access information provided on the Site, you acknowledge your agreement to these Terms and Conditions. References to "you" or "your" refer to you as an individual as well as in any representative capacity you may have.

1. SERVICES PROVIDED

The Site provides information of importance to the business community. The ICC may, as a service to its members, allow third parties to promote their services and/or products through the Site. The provision of such products and services is governed by the terms of use established by such third parties, and the ICC assumes no responsibility either directly or indirectly for the provision of products or services by such third parties.

2. PROPERTY RIGHTS ON THE ICC SITE AND USER -SUBMITTED DATA

2.1 Property Rights on the ICC Site

- a. Subject to these Terms and Conditions the ICC hereby grants to you, the right to access and use the Site for your own intended lawful use. In your use of the Site you agree not to remove any copyright or other notices contained therein. Except as expressly authorized herein, you may not use, copy, reproduce, transmit, translate, offer for sale, sell, display, perform, distribute, publish, broadcast, circulate, modify, create derivative works of, disseminate, or commercially exploit the Site without the written consent of the ICC. You also agree not to use the Site for any unlawful purpose.
- b. The Site is the property of the ICC and is protected by applicable copyright, patent, trademark or other intellectual property law. The ICC retains its title, ownership rights, and intellectual property rights in and to the Site. You agree to abide by any copyright notice or other restriction contained in any individual information, software, or other material accessible through the Site.
- c. In the event you use the Site or the links included on the Site to gain access to a World Wide Web site or Internet location or other sources of information, services, software, or goods of any company, organization, or person other than www.indiachamber.org, or to any other Internet location, you acknowledge that such other sites or locations are not under the control of the ICC and agree that the ICC shall not be responsible for any of the information, services, software, or goods or other links found at any such World Wide Web site or Internet location or other sources of information, services, software, or goods, or for your use of such information, services, software, or goods.
- d. The ICC makes no express representation or warranty with respect to external sites, disclaims all implied warranties (including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, and no infringement), disclaims responsibility for, and assumes no liability regarding, any information, services, software, or goods available, advertised, sold, or found on any other web sites not under the control of ICC (including, without limitation, web sites linked to the ICC site) or, without limiting the generality of the foregoing, the quality, safety, accuracy, availability, decency, or suitability of such information, services, software, or goods.
- e. Transmission or use of any material in violation of these Terms and Conditions - or any applicable law, rule or regulation (whether of the United States or other countries) - or the rights of any third party is prohibited. This includes, but is not limited to, copyrighted material, material which is

defamatory, threatening, obscene, lewd and indecent, material protected by trademark, trade secret, or patent laws, or material that results in an invasion of privacy.

2.2 Property Rights in User Submitted Data

Data, information or other content uploaded directly to, or provided to the ICC to place on, the Site by you ("User Submitted Data") shall be and remain your property (as between you and the ICC). All other information gathered or provided by the ICC (including, without limitation usage information and analysis based on User Submitted Data) shall be and remain the property of the ICC ("ICC Site Use Data"). The ICC will retain possession of, and make use of, copies of the User Submitted Data and Site Use Data for the purpose of performing the Services and otherwise meeting the ICC's obligations and responsibilities under the Agreement. Subject to the confidentiality restrictions set forth in Paragraph 5 below, the ICC's use of the User Submitted Data and Site Use Data may include the display, parsing, modification, reproduction, copying, transmission, translation, performance, publication, broadcast, preparation of derivative works or dissemination thereof, internally by the ICC, and to third parties with whom the ICC does business for advertisement, market research and other commercial purposes. You grant to the ICC all necessary rights and releases required for the ICC to perform the services and the activities described on the ICC Site.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

3.1 The ICC site is provided "as is." neither the ICC nor any of its licensors, suppliers, partners, or affiliates make any warranty, guarantee or representation of any kind (including, without limitation, that access to, or use of, the ICC site will be uninterrupted, absolutely secure, complete, accurate or error free). In addition, the accuracy, completeness or timeliness of the information itself is not warranted or guaranteed. Your use of the services and the information accessed on or through the ICC site is entirely at your own risk and it is your sole responsibility to evaluate accuracy and completeness and the ICC and its Licensors, Suppliers, Partners, Affiliates hereby expressly disclaim all express and implied warranties, including without limitation, any implied warranties of merchantability, and fitness for a particular purpose, title and no infringement.

3.2 You understand that the ICC does not guarantee that it will continue to make the ICC site available to you, whether by the same methods currently used or otherwise. The ICC may discontinue providing the ICC site to you at any time. You agree not to hold the ICC liable for any damages arising from a discontinuation or modification of all or part of the ICC site.

3.3 To the maximum extent permitted by law, in no event and under no legal theory (contract, warranty, tort or otherwise) will the ICC or its licensors, suppliers, partners, affiliates be liable for any direct, indirect, special, incidental, punitive, exemplary, consequential or other damages incurred by you and in any way arising out of or related in any way to these terms and conditions (including, without limitation, your use of, or inability to use, the ICC site or any damages you may incur in connection with any decision made, action, or inaction, taken by you or any other party, in reliance upon the information or for the reliability, accuracy, completeness or timeliness thereof, or for any delays or errors in the transmission or delivery of any part of the information or services), even if advised of such damages. In addition to and without limiting the foregoing, the ICC shall not be liable for any harm caused by the transmission, through the ICC site of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, destroy, impede or otherwise make inoperable in any manner the operation of your website(s) or any of your software, hardware, data or property.

4. YOUR INFORMATION

4.1 You hereby represent and warrant that you are at least thirteen (18) years of age; that any information you have provided to gain access to the ICC Site is true and accurate to the best of your knowledge; and that you have read and agree to the terms of our Privacy Statement.

4.2 You shall not upload to the ICC Site any User Submitted Data which:

- I. violates or infringes the rights of any persons, including without limitation rights in copyrights, patents, trademarks or other intellectual property rights;

- II. is libelous, defamatory, obscene, pornographic, abusive or otherwise violates any law; or
- III. contains viruses, "worms", "trojan horses" or any other harmful properties, or use the Services for, or to further, any illegal purpose. The ICC reserves the right, in its sole discretion, to edit or delete any User Submitted Data uploaded to the ICC Site in violation of the foregoing.

5. TERMINATION

If we believe you have violated these Terms and Conditions, we may terminate your access to the ICC Site. We may also report your acts, if illegal to the relevant authorities.

6. INDEMNIFICATION

You agree to indemnify and hold harmless the ICC (and its directors, officers, employees, control persons, suppliers, licensors, partners and affiliates) from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to:

- (a) your breach of your agreements, representations and warranties contained in these Terms and Conditions;
- (b) your use of the ICC Site
 - I. in violation of these Terms and Conditions,
 - II. in violation of any rights of the ICC or any third-party information provider, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights, or
 - III. in violation of any applicable law, rule or regulation; or
 - IV. information or materials you upload or post to the ICC Site.

7. COMPLIANCE WITH LAWS

You will comply with all applicable laws, rules and regulations in connection with your participation in our programs and use of our ICC Web site, and will not engage in any act that has an adverse impact on the performance or availability of our programs or our ICC Web site.

8. GENERAL

8.1 The ICC Site may modify these terms and conditions at any time upon written notice or posting to the ICC Site.

BY CONTINUING TO USE www.indiachamber.org YOU AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.