

EX CURIA INTERNATIONAL WEBSITE

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This Terms of Use (“**Terms of Use**”) is an electronic record in terms of Information Technology Act and rules thereunder, as applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act. This Terms of Use is generated by a computer system and does not require any physical or digital signatures.

“**User**” refers to You, the person visiting, accessing and/or using the Website by means of any communication device. All references to “You” and “Your” shall mean the User.

The Terms of Use govern Your use of this website, www.excuriainternational.com, (“**Website**”), which is provided by EX CURIA INTERNATIONAL (“**ECI**”). By proceeding to access this Website, You indicate that You have read this Terms of Use, accept them and have consented to be bound by these Terms of Use.

ECI reserves the right, at its sole discretion, to change, modify or otherwise alter these Terms of Use at any time without prior notice. Such changes and/or modifications shall become effective immediately upon being posted/published on the Website. Your use of this Website after such changes are implemented constitutes Your acknowledgment and acceptance of the changes.

You are strongly advised to consult the Terms of Use regularly and update Yourself with any amendments thereto. ECI retains the right at any time to deny or suspend access to all or part of the Website to anyone who ECI believes has violated any of these Terms of Use.

1. ACCESS TO THIS SITE:

- 1.1 Your access to and use of the Website is subject to these Terms of Use, and all applicable laws, rules, and regulations in India. You agree to use this Website only for the lawful purposes described in more detail in the “Restrictions on Use” section below.
- 1.2 In the event that You access and use this Website from territories outside India, it is Your responsibility and obligation to ensure that Your access to and usage of the website is, at all times, in accordance with the laws that apply to the territory from where You access and/or use the website.
- 1.3 You agree not to, by any act of omission or commission, do or cause to be done, anything that might compromise the security and integrity of the Website, render the Website inaccessible to others or otherwise cause damage to the Website or the content. You agree not to add to, subtract from, or otherwise modify the content, or to attempt to access any content that is not intended for You.
- 1.4 You agree not to use the Website in any manner that might interfere with the rights of third parties.
- 1.5 To access this Website or the resources available or hosted on the Website, You may be required to provide certain information and particulars concerning You. It is a condition of Your use of this Website that all the information You provide on this Website will, at all times, be correct, current, and complete. If ECI believes the information provided by You is not correct, current, or complete, ECI shall be entitled to refuse You access to this Website or it's the resources available or hosted on the Website, and to terminate or suspend Your access at any time, without notice.

2. RESTRICTIONS ON USE :

This Website is provided solely for non-commercial, personal use, and/or so that You may learn about ECI and the services it provides. You may not use this Website for any other purpose, including any commercial purpose, without ECI's express prior written consent. For example, You may not (and may not authorize any other party to): (i) co-brand this Website;

or (ii) frame this Website, without the express prior written permission of an authorized representative of ECI. For purposes of these Terms of Use, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Website or content accessible within this Website. You agree to cooperate with ECI in causing any unauthorized co-branding or framing to cease immediately.

3. PROPRIETARY INFORMATION :

3.1. Trademarks

Unless otherwise indicated to the contrary, all material and content accessible at this Website, and any other website owned, operated, licensed, or controlled by ECI shall be deemed to constitute its proprietary information or the party that provided the content to ECI, and ECI or the party that provided the content to ECI retains all right, title, and interest in the content. Accordingly, the content may not, directly or indirectly, be copied, reproduced, modified, edited, altered, improved, translated, adapted, abridged, deleted, displayed, published, distributed, communicated to the public, disseminated, marketed, exploited, digitally altered or manipulated, posted, or transmitted in any way without the prior written consent of ECI, or unless authorized in writing elsewhere on this Website, except that You may print, where printing is permitted, out a copy of the content solely for Your personal use.

You are prohibited from using any of the style, marks or logos appearing throughout the Website without the express written permission of ECI.

3.2. Copyrights

This Website and its content are protected as common law rights and under the copyright laws of India, and belong to ECI or its partners, affiliates, contributors or [●] third parties. The copyrights for the content are owned by ECI or other copyright owners who have authorized their use on this Website. Where permitted, You may download and print content for non-commercial, non-public, personal use only (If You are browsing this Website as an employee or member of any business or organization, You may download and print content only for educational or other non-commercial purposes within Your business or organization,

except as otherwise permitted by ECI, for example in certain password-restricted areas of the Website). You may not manipulate or alter in any way images or other content on the Website.

3.3. Hyperlinks

This Website may be hyper-linked to other sites which are not maintained by, or related to, ECI. The inclusion of any hyperlink to a third-party site does not imply endorsement, sponsorship or recommendation by ECI of that site. Hyperlinks to such sites are provided as a service to users and are not sponsored by or affiliated with this Website or ECI. EX CURIA INTERNATIONAL has not reviewed any or all of such sites and is not responsible for the content of those sites. It also makes no representations about the availability of hyperlinked sites. Hyperlinks are to be accessed at the user's own risk, and ECI makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the sites hyperlinked to this Website. If You hyperlink to a site, please be aware that You will leave ECI's Website and will become subject to the rules and conditions of the linked site(s). We recommend that You make Yourself aware of the Terms of Use of any sites You link to from this Website.

3.4. Downloading Material

You understand that ECI cannot and does not guarantee or warrant that files available for downloading from the Internet or even otherwise will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for accuracy of data input and output, and for maintaining a means external to this Website for the reconstruction of any lost data. ECI does not assume any responsibility or risk for Your use of the Internet.

3.5. Disclaimer

3.5.1 The information, products and services offered on or through the Website and by company and any third-party sites are provided "as is" and "as available" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to

applicable law, ECI disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

3.5.2 ECI does not warrant that the Website or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that any part of this Website, including bulletin boards, or the servers that make it available, are free of viruses, trojan horses, worms, software bombs or similar items or processes or other harmful components.

3.5.3 ECI does not warrant or make any representations regarding the use or the results of the use of the Website or materials on this Website or on third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

3.5.4 Nothing stated or posted on this Website or available through any services are intended to be, and must not be taken to be, the practice of law or legal counselling.

3.5.5 Every effort is made to keep the Website running smoothly. However, the company takes no responsibility for, and will not be liable for, the Website being unavailable due to any reason.

3.7. Limitation of liability

To the fullest extent permissible in law, ECI, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, even if ECI has been advised of the possibility of such damages.

3.8. Indemnity

You will indemnify and hold ECI, its subsidiaries, affiliates, associates, licensors, content providers, service providers, employees, agents, officers, directors, representatives, contractors, and third-party providers (“**Indemnified Parties**”) harmless from:

- (i) any breach of these Terms of Use by You, including any use of content other than as expressly authorized in these Terms of Use;

- (ii) Your violation of any third party right, including without limitation any publicity, privacy, or intellectual property right;
- (iii) Your breach of any applicable laws;
- (iv) any unauthorized, improper, illegal or wrongful use of Your account by any person, including a third party, whether or not authorized or permitted by You; and
- (v) Your breach of any representation, warranty, covenant or undertaking under these terms of use or under applicable law.

You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and You agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney's fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of Your use of the information accessed from this Website.

3.9. Information You Provide

You may not post, send, submit, publish, or transmit in connection with this Website any material that:

1. You do not have the right to post, including proprietary material of any third party
2. Advocates illegal activity or discusses an intent to commit an illegal act
3. Is vulgar, obscene, pornographic, offensive, annoying or indecent
4. Threatens or abuses others, or is liable to be construed as a species of libel, defamation, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive
5. Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise
6. Infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity
7. Violates any law
8. Impersonates or misrepresents Your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content

9. Advertises any commercial endeavour (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Website
10. Solicits funds, advertisers or sponsors
11. Includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications
12. Disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this Website
13. Amounts to a 'pyramid' or similar scheme
14. Facilitates personal attacks on other individuals, entity, groups, caste, religion, race or community
15. Disobeys any policy or regulations established from time to time regarding use of this Website or any networks connected to this Website
16. Contains hyper-links to other sites that contain content that falls within the descriptions set forth above
17. Spam
18. Or is generally, consistent with or is otherwise in derogation of the spirit of the website

Although under no obligation to do so, ECI reserves the right to monitor use of this Website to determine compliance with these Terms of Use, as well as the right to remove or refuse any information for any reason. Notwithstanding these rights, You remain solely responsible for the content of Your submissions. You acknowledge, agree and undertake that neither ECI nor any third party that provides content to ECI will assume or have any liability for any action or inaction by ECI or such third party with respect to any submission.

3.10. Security

Any passwords used for this Website are for individual use only. You will be responsible for the security of Your password, if any. Although ECI will not have access to Your account and personal details therein, ECI will be entitled to monitor Your password and, at its

discretion, require You to change it. If You use a password that ECI considers insecure, ECI will be entitled to require the password to be changed and/or terminate Your account. You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If You become involved in any violation of system security, ECI reserves the right to release Your details to system administrators at other sites in order to assist them in resolving security incidents. ECI reserves the right to investigate suspected violations of these Terms of Use. ECI reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing ECI to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. By accepting this agreement You waive and hold harmless ECI from any claims resulting from any action taken by ECI during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either the company or law enforcement authorities.

3.11. Claims of copyright infringement

If You believe in good faith that materials hosted by ECI infringe Your copyright, You, or Your agent may send to ECI a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with statutory requirements will not be considered sufficient notice and shall not be deemed to confer upon ECI actual knowledge of facts or circumstances from which infringing material or acts are evident. If You believe in good faith that a notice of copyright infringement has been wrongly filed against You, a counter-notice can be sent to ECI as per applicable law.

3.12. Dispute Resolution

Any dispute or claim relating in any way to your use of any Ex Curia International service, or to any services sold or distributed by www.excuriainternational.com will be resolved by binding arbitration, rather than in court.

These Terms of Use shall be governed by and construed in accordance with the laws of India. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

3.13. Class Action Waiver

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative class action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims unless all relevant parties specifically agree to do so following initiation of the arbitration.

3.14. Severability

If any clause within the Terms of Use (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from the Terms of Service, and the remainder of these Terms of Use will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, the dispute will be decided by a court.

3.15. Complaints & Feedback Mechanism

In case of any grievances, or for any other reason that requires communication with ECI, You may reach us at official@excuriainternational.com.

Responses within 48 hours.

Resolution within 30 working days.

3.15. Entire agreement

These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions, such as our

Privacy Policy and other disclosures, on this Website will govern the items to which they pertain. ECI may revise these Terms of Use at any time by updating this posting.

3.16. Termination

ECI reserves the right to terminate Your access to all or part of the Website, at its sole discretion, without notice and without liability either to ECI, either for convenience or for any reason, including in the event of suspected or actual breach by You of any of these Terms of Use, violation of any law, or for any other reason that ECI deems fit.