



## TERMS OF USE

*This document is an electronic record in the form of an electronic contract published in compliance of and is governed by the provisions of the Indian Contract Act, 1872, the Information Technology Act, 2000, and the rules, regulations, guidelines, and clarifications framed thereunder, including, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (the “**Security Practices Rules**”), the Information Technology (Intermediaries Guidelines) Rules, 2011 (the “**Intermediaries Rules**”) and the amended provisions pertaining to electronic documents/records in various statutes as amended by the Information Technology Act, 2000. This agreement is generated by a computer system and does not require any physical or digital signatures.*

*This document is published and shall be construed in accordance with the provisions of rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 under the Information Technology Act, 2000 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of the website/application designed to run on personal computers, smartphones and tablets.*

*Please read these terms carefully before using or registering on the website, application, or accessing any material, information, or services through the website or the application. By clicking the acceptance button or accessing, or using any part of the service, the user expressly agrees to and consents to be bound by all of the terms. If the user does not agree to all of the terms, the user will not be able to access the services provided herein.*

Last updated on September 9, 2021.

## TERMS OF USE

### **1. GENERAL**

1.1 These Terms of Use (“**Terms**”) shall be applicable to all users (“**Users/you/your**”) who use the website – <https://astrome.co/> designed to run on desktops, smartphones and tablets (collectively referred to as the “**Website**”) for products or services, if any, as detailed out in the Website (collectively referred to as the “**Services**”), which is owned and operated by Astrome Technologies Private Limited having its registered office at 3<sup>rd</sup> Floor MRK Tower #69/B, 2<sup>nd</sup> Stage, West Of Chord Road, Basaveshwara Nagar Bangalore -560086 Karnataka, India (“**Company/we/us/our**”), under the brand name “**Astrome**”.



- 1.2 By accessing the Website or using any part of the Service, you represent that you have read, understood, and agree to be bound by these Terms including any future modifications hereto and the privacy policy (“**Privacy Policy**”) available at [Privacy Policy](#) or any other agreement that governs your use of our Website and/or the Services (collectively the “**Agreements**”). We may amend, update or change these Terms. Company may make changes in the Agreements, from time to time at Company’s sole discretion, including by way of imposing a charge for access to or use of the Website or any Services (if any). The revised Terms or Privacy Policy shall be posted on the Website. Your use of the Website and the Services (if any) is subject to the most current version of the Terms and Privacy Policy posted on the Website at the time of such use. You are requested to regularly visit our Website to view the most current Terms. Company may change, modify, amend, or update these Terms from time to time without any prior notification to You and the amended and restated terms and conditions of use shall be effective immediately on posting. If you do not agree to abide by these Terms, you are not authorized to use, access or participate in the Website and/or the Service.
- 1.3 When the Website and/or the Service are being used by your child/ward who is less than 18 (eighteen) years, you hereby as his/her parent/guardian, agree to be legally bound by these Terms, both in your personal capacity and on behalf of your child/ward. You shall liable for your child’s/ward’s acts and omissions while accessing the Website and/or Services and you also agree to ensure that your child/ward observes these Terms. If you do not accept these Terms, please discontinue the use of Website and/or the Services immediately.
- 1.4 Any access to our Website and/or the Services through registrations/subscription (as may be applicable) is non transferable.

## **2. DESCRIPTION OF PRODUCTS & SERVICES**

- 2.1 The Company is, *inter alia*, engaged in the business of development of communication technology, products and services for terrestrial and space applications.
- 2.2 This Website, as well as the contents including all information, text, graphics, images, hyperlinks and other material are for general information purpose about the Company and shall not be construed as a commercial offer, a license, an advisory, fiduciary or professional relationship between you and the Company.



- 2.3 The Website provides a venue/platform for our Users to interact and seek necessary information and details with respect to the Company, its business, its products and other services (if any) provided by the Company. We do not take part in the actual transaction through our official Website hence are not a party to any online transaction for sale negotiated between you and any third party. All transactions with any such third party, shall be at the sole responsibility of such User to ensure that you are buying products or availing Services (if any) directly from the Company or from an authorized distributor/seller/merchants who provides genuine Company's products or services (if any).

### **3. MEMBERSHIP ELIGIBILITY**

Persons who are "competent/capable" of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to register for the Website and all our Services, if any. Persons who are minors, un-discharged insolvents etc. are not eligible to register for our Services. As a minor if you wish to use our Services, such use shall be made available to you by your legal guardian or parents, who has agreed to these Terms. In the event a minor utilizes the Website and/or the Services, it is assumed that he/she has obtained the consent of the legal guardian or parents and such use is made available by the legal guardian or parents. We will not be responsible for any consequence that arises as a result of misuse of any kind, of our Website or our Services that may occur by virtue of any person, including a minor, registering for the Services provided. By accessing the Website or using the Services, you warrant that all the data provided by you is accurate and complete and that minor using the Website has obtained the consent of the parent/legal guardian (in case of minors). We reserve the right to terminate your registration or subscription and/or refuse to provide you with access to the Services if it is discovered that you are under the age of 18 (eighteen) years and the consent to use the Services is not made by your parent/legal guardian or any information provided by you is inaccurate or incomplete. You acknowledge that we do not have the responsibility to ensure that you conform to the aforesaid eligibility criteria. It shall be your sole responsibility to ensure that you meet the required qualification. Any persons under the age of 18 (eighteen) should seek the consent of their parents/legal guardians before providing any information about themselves or their parents and other family members on the Website.



#### 4. USER ACCOUNT AND REGISTRATION OBLIGATIONS

- 4.1 In order to access the Website and/or to avail the use of Services, you shall be required to register yourself with the Website, and maintain an account (“**Account**”) on the Website. You will be required to furnish certain information and details, including your name, mobile number, e-mail address, residential address, of the User or the User’s authorised representative, payment information (credit/debit card details) if required, and any other information deemed necessary by us (“**Account Information**”). With respect to the Account and the Account Information, the following may be noted:
- a. It is your sole responsibility to ensure that the Account Information provided by you is accurate, complete and latest.
  - b. You shall be responsible for maintaining the confidentiality of the Account Information and for all activities that occur under your Account. You agree to, (a) ensure that you successfully log out from your Account at the end of each session; and (b) immediately notify us of any unauthorized use of your Account. If there is reason to believe that there is likely to be a breach of security or misuse of your Account, we may request you to change the password or we may suspend your Account without any liability to us, for such period of time as we deem appropriate in the circumstances. We shall not be liable for any loss or damage arising from your failure to comply with this provision.
  - c. You acknowledge that your ability to use your Account is dependent upon external factors such as internet service providers, internet network availability, etc., and we cannot guarantee accessibility to the Website and/or the Services at all times. In addition to the disclaimers set forth in this Terms, we shall not be liable to you for any damages arising from your inability to log into your Account and access the Services of the Website at any time.
- 4.2 In case you wish to update or correct the information provided by you, you may do so by visiting [www.astrome.co](http://www.astrome.co) .
- 4.3 Use of another user’s account information for accessing the Website or availing any Services is expressly prohibited.
- 4.4 You agree that if you provide any information that is untrue, inaccurate, not



current or incomplete, (or becomes untrue, inaccurate, not current or incomplete) or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the these Terms, we shall have the right to indefinitely suspend or terminate or block access of your registered Account of the Website and refuse to provide you with access to the Website and the Services.

- 4.5 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences (including any loss or damage which we may suffer) of any such breach.
- 4.6 You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about the Company, the website or the brand name or domain name used by the Company, or otherwise engage in any conduct or action that might tarnish the image or reputation, of the Company or otherwise tarnish or dilute any of the Company's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by the Company. You further agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or the Company's systems or networks, or any systems or networks connected to the Company.
- 4.7 You shall indemnify us for any claims, losses or damages, or for the costs of any regulatory or court proceedings suffered by us as a result of your breach of the Terms.
- 4.8 You expressly acknowledge and agree that your use of the Website and/or the Services is at your sole risk and that the contents in the Website and/or the Services are provided "*as is*" and "*as available*".
- 4.9 You agree that these Terms are subject to any modification, or may be removed by us, as a result of change in government regulations, policies and local laws as applicable.
- 4.10 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any login you use to access the Website.
- 4.11 We may restrict, suspend or terminate the Account of any user who abuses or misuses the Website or the Services. Misuse includes creating multiple or



false profiles, infringing any intellectual property rights, violating any of the terms and conditions of these Terms, or any other behavior that we, in our sole discretion, deem contrary to its purpose. In addition, and without limiting the foregoing, we may terminate Accounts of users who, in our sole discretion, are deemed to be repeat infringers of any these Terms even after being warned by us.

## **5. OWNERSHIP OF THE SERVICE CONTENT**

Except as mentioned below, all information, content, material, trademarks, services marks, trade names, and trade secrets including but not limited to the software, text, images, graphics, video, script and audio, contained in the Website and/or the Services, and any changes, modifications, or corrections thereto, are our proprietary property (“**Service Content**”). No Service Content may be copied, downloaded, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any way without obtaining our prior written permission and nothing on the Website and/or in the Services shall be or deemed to confer a license of or any other right, interest or title to or in any of our intellectual property rights, to you. Certain contents on the Website may belong to third parties. Such contents have been reproduced after taking prior consent from said party and all rights relating to such content will remain with such third party, if applicable. Further, you recognize and acknowledge that the ownership of all trademarks, copyright, logos, service marks and other intellectual property owned by any third party shall continue to vest with such party and you are not permitted to use the same without the consent of the respective third party.

## **6. ACCESS TO THE WEBSITE AND USE OF THE SERVICES**

6.1 Your access to the Website and/or use of the Services is solely for your personal and non-commercial use. Unless otherwise mutually accepted by the parties in writing, any use of the Website and/or the Services or their contents other than for personal purposes is prohibited. Your personal and non-commercial use of the Website and/or the Services shall be subjected to the following restrictions:

- a. You may not decompile, reverse engineer, or disassemble the contents of the Website and/or the Services or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website and/or the Services, or remove any copyright, trademark registration, or



other proprietary notices from the contents of the Website and/or the Services.

- b. You will not (a) use the Website and/or the Services for commercial purposes of any kind, or (b) advertise or sell the Website and/or the Services or domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations) or use any public forum for commercial purposes of any kind, or (c) use the Website and/or the Services in any way that is unlawful, or harms us or any other person or entity as determined by us.
- c. You shall not be permitted to perform any of the following prohibited activities while accessing the Website and/or availing our Services:
  - i. Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, vulgar, obscene, child-pornographic, lewd, lascivious, profane, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
  - ii. Stalking, intimidating and/or harassing another and/or inciting others to commit violence;
  - iii. Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
  - iv. Interfering with any other person's use or enjoyment of the Website and/or the Services;
  - v. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;
  - vi. Make available any content or material that you do not have a right to make available under any law or contractual or fiduciary relationship, unless you own or control the rights thereto or have received all necessary consents for such use of the content;
  - vii. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - viii. Post, transmit or make available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files or such other programs that may harm the Website and/or the Services, interests or rights of other users or limit the functionality of any computer



- software, hardware or telecommunications, or that may harvest or collect any data or personal information about other users without their consent;
- ix. Access or use Website and/or the Services in any manner that could damage, disable, overburden or impair any of the Website's servers or the networks connected to any of the servers on which the Website is hosted;
  - x. Intentionally or unintentionally interfere with or disrupt the Services or violate any applicable laws related to the access to or use of the Website and/or the Services, violate any requirements, procedures, policies or regulations of networks connected to the Website and/or the Services, or engage in any activity prohibited by these Terms;
  - xi. Disrupt or interfere with the security of, or otherwise cause harm to, the Website and/or the Services, materials, systems resources, or gain unauthorized access to user accounts, passwords, servers or networks connected to or accessible through the Website and/or the Services or any affiliated or linked sites;
  - xii. Interfere with, or inhibit any user from using and enjoying access to the Website and/or the Services, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Website and/or the Services;
  - xiii. Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Website and/or the Services, to access, acquire, copy or monitor any portion of the Website and/or the Services, or in any way reproduce or circumvent the navigational structure or presentation of the Website and/or the Services, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Website and/or the Services;
  - xiv. Alter or modify any part of the Website and/or the Services;
  - xv. Use the Website and/or the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
  - xvi. Violate any of the terms specified under the Terms for the use of the Website and/or the Services.



## 7. SUBMISSION OF USER CONTENT

In the event that you submit any content on the Website, including but not limited to any ratings, reviews, information, data, text, photographs, audio clips, audiovisual works, translations, flashcards or other materials (“**User Content**”), you hereby grant us a worldwide, non-exclusive, royalty-free, sub-licensable, assignable, perpetual, irrevocable and transferable license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, distribute in any and all media or distribution methods (now known or later developed), merge, create derivative works from, incorporate such User Content into other works and sublicense through multiple tiers. You represent that you own or have secured all legal rights necessary for the User Content submitted by you to be used by you, the Company, and others as described and otherwise contemplated in these Terms.

## 8. ADDITIONAL TERMS

- 8.1 In the preparation of the Website, the Services and the contents therein, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. In particular, but without limiting anything here, we disclaim any responsibility for any errors and accuracy of the information that may be contained in the Website. Your feedback is most welcome to make the Website and contents thereof error free and user friendly. We also reserve the right and discretion to make any changes/corrections or withdraw/add services and/or contents on the Website at any time without notice. No warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the Website for any particular purpose, shall be provided by us or any third party. You acknowledge that such information and materials available on the Website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 8.2 The Website provides you access to compiled business related information about the Company and related data. Such information is provided on an ‘*as is*’ basis and we assume no liability for the accuracy or completeness or use or non obsolescence of such information. We shall not be liable to update or ensure continuity of any such information contained on the Website. We will not be responsible for any errors, which might appear in such information, which is compiled from third party sources or for any unavailability of such information. From time to time, the Website may also include links to other



websites. These links are provided for your convenience to provide further information. They do not signify that we endorse such third-party website(s). We have no responsibility for the content of any linked website(s). You shall not create a link to the Website from another website or document without our prior written consent.

- 8.3 Certain contents in the Website and/or Services (in particular relating to the business or Services of the Company) may contain opinions and views. We shall not be responsible for such opinions or any claims resulting from them. Further, we make no warranties or representations whatsoever regarding the quality, content, completeness, or adequacy of such information and data.
- 8.4 Some parts of the Services are interactive, and we encourage contributions by users, which may or may not be subject to editorial control prior to being posted, as may be applicable. We accept no responsibility or liability for any material communicated by third parties in this way. We reserve the right at its sole discretion to remove, review, edit or delete any content. Similarly, we will not be responsible or liable for any content uploaded by users directly on the Website, irrespective of whether we have certified any content uploaded by the user. We would not be responsible to verify whether such information or contents placed by any user contain infringing materials or not.
- 8.5 Based on any form of access to the Website (including free download/trials, if any) or Services or registrations through any source whatsoever, we may contact you through sms, email and/or call, to give information about our products or Services as well as notifications on various important updates and/or to seek permission for demonstration of our products. You expressly grant us such permission to contact you through telephone, SMS, e-mail irrespective of whether you have registered your number on the Do not Call (DNC) registry. You hold us indemnified against any liabilities including financial penalties, damages, expenses in case your mobile number is registered with the Do Not Call (DNC) database. By registering yourself, you agree to make your contact details available to our employees, associates and partners so that you may be contacted for informational and promotional purposes through telephone, SMS, email, etc. If you no longer prefer to receive any non-essential communications such as promotional and marketing-related information, you may unsubscribe/opt-out by following the instructions available on the Website. Although the changes to your Account will be processed as quickly as possible within a reasonable amount of time, please understand that you may continue to receive certain communications until these changes have been processed.



- 8.6 You acknowledge that you have not been induced by any statements or representations of any person with respect to the quality or conditions of the Website and/or the Services and that you have relied solely on the investigations, examinations and inspections as you have chosen to make and that we have afforded you the opportunity for full and complete investigations, examinations and inspections.
- 8.7 Upon registration/subscription through any means whatsoever, we may contact you through the registered mobile number or e-mail or any other mobile number or contact number or email provided by you to enable effective provision of Services. You expressly permit us to contact you and/or the authorised representatives utilising the Services, through the above mentioned means at any time post registration with us. Further, we shall have the right to monitor your access, download or usage of the Website, the Services and the contents thereof by yourself or your authorised representatives, to analyze such usage and discuss the same with yourself or your authorised representatives to enable effective and efficient usage of the Services.
- 8.8 While we have made efforts to train the personnel engaged in the sales and services relating to our Services to enable quality control, we make no warranties or representations whatsoever regarding the quality and competence of such personnel and will not be responsible for any deviant behaviour of any such personnel. Your feedback relating to the same is most welcome and we reserves the right and discretion to take any action in this regard.
- 8.9 Access to certain additional elements of the Services may be subject to separate terms, conditions and fair usage policy. We reserve the right to determine the criteria for provision of various elements of Services to the different categories of users based on our policies. Hence, registration/subscription to the Website or the Services do not automatically entitle you to any and all elements of the Services provided on the Website and we shall be entitled to exercise our discretion while providing access to and determining continuity of certain elements of the Services.
- 8.10 The Website, Services and the content, are compatible only with desktops/tablets/instruments/hardware suggested by us and no other instrument. We shall not be obligated to provide workable Services for any instruments that are not recognized by us or those instruments that may be



purchased from any third party which are not compatible with our Website or Services.

- 8.11 We shall not be responsible for any loss or damage caused to computer/laptop/cellphone/tablet or any other hardware and/or software and/or instrument, including loss of data or effect on the processing speed, resulting from your use of the Website or Services.
- 8.12 We have the right to change, extend, cancel, prematurely withdraw, modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the Website or the Services as we deem fit at any time without notice. Further, we have the right to amend these Terms from time to time without prior notice to you. We make no representations, warranties, commitment, express or implied, to maintain or continue any aspect of the Website or the Services. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Website and/or the Services. All prices are subject to change without notice.
- 8.13 Except as expressly provided in these Terms, no part of the Website and/or the Services, may be downloaded, recorded, copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, portal, website, app or other medium for publication or distribution or for any commercial enterprise or for commercial purposes or otherwise.

## **9. LICENSE**

Subject to these Terms and the Agreements, if any, we grant you a limited, revocable, non-assignable, non-transferable and non-exclusive right and license to access and use the Website and/or the Services on a compatible device that you own or control.

## **10. INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access of the Website and/or the Services; (ii) Your violation of any term of these Terms or any other policy of the Company; (iii) Your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv)



any claim that your use of the Website and/or the Services has caused damage to a third party. This defense and indemnification obligation will survive these Terms.

## **11. LIMITATION OF LIABILITY**

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE WEBSITE OR SERVICES OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE WEBSITE OR SERVICES, INACCURATE RESULTS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SERVICES OR CLAIMS BY THIRD PARTIES FOR ANY DAMAGE TO COMPUTERS, SOFTWARE, MODEMS, TELEPHONES OR OTHER PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE SERVICE IN THE 1 MONTH PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

## **12. REMEDIES**

- 12.1 In the event of your breach of these Terms, you agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. As such, the Company shall also be entitled to obtain an injunction against such a breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies.

## **13. THIRD-PARTY LINKS, SITES AND SERVICES**



- 13.1 The Website and related Services may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by us. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from us, you understand that these terms and conditions do not apply to your use of such sites. You expressly acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss arising from your use of any third-party website, service, or content.
- 13.2 The Website and related Service may include advertisements, which may be targeted to the Service Content or information on the Service, or other information. The types and extent of advertising on the Service are subject to change. You agree that the Company and its third party providers and partners may place advertising on the Website.

#### **14. TERMINATION**

- 14.1 Most content and some of the features on the Website are made available to  
lent or illegal activities.
- (b) The User(s) breach any provisions of these Terms and/or Agreements of Website.
  - (c) Utilize Website to send spam messages or repeatedly publish the same product information.
  - (d) Post any material that is not related to international trade or business cooperation.
  - (e) Impersonate or unlawfully use another companies name to post information or conduct business of any form
  - (f) Any unauthorized access, use, modification, or control of the Website data base, network or related services.
  - (g) Obtain or infringes by any means any Website information, content, IPR details, etc.
- 14.2 Any violation by you of the terms herein, may result in immediate suspension or termination of your Account; apart from any legal remedy that we can avail. In such instances, we may also disclose your Account Information, if required by any Governmental or legal authority. You understand that the violation of



these Terms could also result in civil or criminal liability under applicable laws.

- 14.3 You may terminate your Account at any time by following the instructions available on the Website.
- 14.4 On termination of your Account due to any reasons whatsoever, you shall no longer have access to your User Content.
- 14.5 Termination or expiration of your Account shall, neither limit us from pursuing other remedies available to us, nor shall you be relieved of your obligation to pay all monies that are due and owing under these Terms to the effective date of termination. We shall not be liable to you for any damages resulting from termination of your Account.
- 14.6 User(s) acknowledge that inability to use the Website wholly or partially for whatever reason may have adverse effect on its business. User(s) hereby agree that in no event shall the Company be liable to the User(s) or any third parties for any inability to use the Website (whether due to disruption, limited access, changes to or termination of any features on the Website or otherwise), any delays, errors or omissions with respect to any communication or transmission, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Website or any of its features.

## **15. GOVERNING LAW AND JURISDICTION**

- 15.1 These Terms and all transactions entered into on or through the Website and the relationship between you and the Company shall be governed in accordance with the laws of India without reference to conflict of laws principles.
- 15.2 You agree that all claims, differences and disputes arising under or in connection with or in relation hereto the Website, these Terms, the Agreement(s) or any transactions entered into on or through the Website or the relationship between you and the Company shall be subject to the exclusive jurisdiction of the courts at Bengaluru, Karnataka, India and you hereby accede to and accept the jurisdiction of such courts.
- 15.3 Company accepts no liability whatsoever, direct or indirect for non-compliance with the laws of any country other than that of India. The mere fact that the Website can be accessed or used or any facility can be availed of



in a country other than India will not imply that Company accedes to the laws of such country.

## 16. DISCLAIMER

- 16.1 YOU AGREE THAT YOUR USE OF THE WEBSITE AND THE SERVICES (IF ANY) SHALL BE AT YOUR SOLE RISK. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE, THE CONTENT AND THE SERVICES (IF ANY) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DO NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE AND THE SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING, THAT THE WEBSITE AND THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITE AND THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ACCESS AND USE OF THE WEBSITE OR SERVICE MAY BE UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS.
- 16.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM USE OF THE WEBSITE OR THE SERVICES (IF ANY) SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. OTHER WRITTEN OR ORAL STATEMENTS BY COMPANY’S REPRESENTATIVES OR OTHERS DO NOT CONSTITUTE WARRANTIES OF COMPANY.
- 16.3 As and when applicable, Company does not represent or warranty that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Website does not violate any third party rights; and Company makes no representations or warranties of any kind concerning any product or service offered or displayed on the Website. Any material downloaded or otherwise obtained through the



Website is done at your sole discretion and risk and you are solely responsible for any damage to your computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by you from Website or through or from the Website shall create any warranty not expressly stated herein.

- 16.4 By using the Website and holding an Account, You acknowledge and agree that Company shall not be liable for any unauthorized use of your financial or other information submitted by You to the Website.
- 16.5 Company will not be liable for any loss that You may incur as a result of someone else using Your password or Account or Account Information in connection with the Website or any Services, either with or without Your knowledge. In the event of deletion of Your Account, due to a default on Your part, Company shall not be held liable for any loss of Your information or Your Content as a result of such deletion.

## 17. MISCELLANEOUS

- 17.1 **Notice:** All notices served by the Company shall be provided via email to your Account or as a general notification on the Website. Any notice to be provided to us, should be sent to [legal@astrome.co](mailto:legal@astrome.co)
- 17.2 **Entire Agreement:** The Terms, along with the Privacy Policy, any Agreements and any other guidelines made applicable to the Website and/or Services from time to time, constitute the entire agreement between the Company and you with respect to your access to or use of the Website and the Services thereof.
- 17.3 **Assignment:** You cannot assign or otherwise transfer your obligations under the Terms, or any right granted hereunder to any third party. Our rights under the Terms are freely transferable by us to any third parties without the requirement of seeking your consent.
- 17.4 **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
- 17.5 **Waiver:** Any failure by the Company to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the Company



of that provision or right.

- 17.6 **Relationship:** You acknowledge that your participation on the Website does not make you an employee or agency or partnership or joint venture or franchise of the Company.
- 17.7 **Review of these Terms:** We have provided these Terms so that you are aware of the terms that apply to your use of the Website and/or the Services. You acknowledge that, you have been given a reasonable opportunity by us to review these Terms and that you have agreed to them.
- 17.8 **Force Majeure:** If performance of any service or obligation under these Terms or other Agreement by the Company is, or other third parties are prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, epidemic, pandemic, acts of God, governmental restrictions, pandemic, epidemic, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this Clause, which are beyond the reasonable control of the Company or its third parties performing such services as sub-contractor to the Company and could not have been prevented by reasonable precautions (each, a "**Force Majeure Event**"), then we shall be excused from such performance to the extent of and during the period of such Force Majeure Event. We shall exercise all reasonable commercial efforts to continue to perform our obligations hereunder.
- 17.9 **Retention and Removal:** We may retain such information collected from you from the Website and/or Services for as long as necessary, depending on the type of information; purpose, means and modes of usage of such information; and according to the applicable law. Computer web server logs may be preserved as long as administratively necessary.
- 17.10 **Survival:** The provisions of these Terms relating to the protection and enforcement of our proprietary rights, your representations and warranties, disclaimer of representations and warranties, release and indemnities, limitations of liability and types of damages, ownership of data and information, governing law and venue, and miscellaneous provisions shall survive the termination of your Account.



- 17.11 **Feedback:** Any feedback you provide with respect to the Website and/or the Services shall be deemed to be non-confidential. We shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that (i) your feedback does not contain confidential or proprietary information of yourself or of the third parties; (ii) we are not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) the Website may have something similar to the feedback already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us for the feedback under any circumstances, unless specified. Under no circumstances shall we be held responsible in any manner for any content provided by other users even such content is offensive, hurtful or offensive. Please exercise caution while accessing the Website.
- 17.12 **International Users:** The Website is controlled, operated and administered by Company from its offices in India. Company makes no representation that the Website, Services (if any) or content are appropriate or available for use at other locations outside India, and access to the Website from jurisdictions where the services (if any) or content are illegal is prohibited. Company reserves the right to block access to the Website by certain international Users. If You access the Website from a location outside India, You are responsible for compliance with all applicable local laws.
- 17.13 **Report Abuse:** Please report any violations of the copyright or Terms via the report abuse mechanism offered on the Website and by emailing us at [contact@astrome.co](mailto:contact@astrome.co) .

[Copyright Astrome Technologies Private Limited©2021. All rights reserved.]