

Published: March 26, 2023

Epicenter Online Services Terms and Conditions of Use

These Terms and Conditions of Use (these "Terms") form a legally binding contract between us, Epicenter Technologies Pvt. Ltd., and you when you access, browse, crawl, scrape, or otherwise use <https://epicenter.tech/> or any other online service or communication that displays or includes a link to these Terms (collectively, our "Services"). When we refer to our "Services", we also mean any part of our Services. If you use our Services on behalf or for the benefit of an organization, "you" also includes that organization.

By using our Services, you hereby declare and warrant that you:

- Have read, understand, have the legal capacity to and hereby agree to be legally bound by and to comply with these Terms in full;
- Have the requisite power and authority to enter into these Terms on behalf of your organization if you are using the Site on behalf or for the benefit of that organization; and
- Are of the age of majority in your jurisdiction.

If you do not agree with these Terms, you must not use our Services.

1. Limited Permission to use our Services

Subject to your compliance with these Terms, we grant you a limited, personal, revocable, non-exclusive, and non-transferable permission to use our Services solely to search for, identify and view information about our products and services for lawful and legitimate purposes and to initiate or maintain a relationship with us ("**Authorized Purposes**").

2. Our Intellectual Property

Our Services include content, information, and other materials, which may include text, graphics, photographs, trademarks, logos, artwork, videos, sounds, designs, software, computer code, newsletters, and services, as well as the compilation, structure, coordination, selection, and arrangement thereof (collectively, "Content"). As between you and us, we own or license all Content. Content is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. You agree that you do not receive any intellectual property rights in any Content under legal theories such as by implication, estoppel, or otherwise.

If you provide to us any content, information or other materials (collectively, your "User Content"), you grant us a royalty-free, unconditional, irrevocable, non-exclusive, transferable, perpetual and worldwide license to access, copy, modify, make derivative works of, publish and otherwise use, and to authorize others to do the same with respect to, your User Content, in any format and on any existing or future platform without restriction or any compensation to you. Your User Content must be accurate, truthful, and up-to-date. Your User Content must not: (i) include profane, defamatory, obscene, indecent, or unlawful content; (ii) violate the intellectual property rights of any party; or (iii) contain any viruses, malware or other harmful or disruptive component. We have no obligation to use your User Content and we may remove User Content from our Services that we previously made available on our Services, because it violates these Terms. You represent that you have all necessary rights and authority to provide your User Content to us and grant the rights that you grant herein.

Use Restrictions

You must not use, attempt to use, or allow, encourage or enable anyone else to use our Services in any of the following ways:

- To engage in any illegal, unlawful or malicious purpose or activity;
- To infringe our or any third party's intellectual property rights;
- To fulfil any purpose other than the Authorized Purposes;
- To create a service that would compete with our Services or to assist anyone else in creating such a

service;

- To interfere with, disrupt or impair our Services or cause our Services to process an unreasonably or disproportionately large request or number of requests;
- To test, circumvent, monitor or breach the technical or security measures of our Services;
- To use any robot, spider or other application or process to copy, index, mine or in any way reproduce the Content or the navigational structure or presentation of our Services;
- To impersonate anyone else, or falsely state or otherwise misrepresent yourself, or your affiliation with anyone else;
- To sell, resell, license, sublicense, reverse engineer, decompile, disassemble, reproduce, adapt or modify our Services except as permitted by applicable law;
- To copy, modify, create derivatives of, distribute, transmit, publish, sell, resell, license, sublicense, or otherwise use any Content except in compliance with these Terms;
- To violate any rule or provision of these Terms.

3. Termination

Without prejudice to any other rights we may have under applicable law, we may temporarily or permanently suspend or terminate anyone's access to our Services at our sole discretion, including:

If we reasonably believe you violate or will violate these Terms or any applicable laws;

- To comply with lawful requests by law enforcement or other government entities
- As a result of unexpected technical or security issues or problems;
- Because it is no longer commercially feasible for us to provide our Services.

When we refer to "at our sole discretion", we mean at any time for any or no reason with or without any notice to you. If we terminate your access to our Services, your limited permission to use our Services also terminates and you must stop using our Services. Any further use of our Services by you thereafter will be subject to Sections 2 and onward of these Terms. Sections 2 and onward of these Terms shall survive any termination of these Terms.

4. Privacy

Our [Privacy Policy](#) applies to the use of these Services. Except where applicable laws require us to obtain your consent in another manner, and subject to the consent preferences you communicate to us, your use of our Services signifies consent to the collection, use and disclosure of your information as set forth in our Privacy Policy.

Disclaimers; Limitation of Liability; Indemnification

Some laws of some jurisdictions do not allow us to disclaim or exclude certain types of liability by contract and therefore some of the clauses below may not apply to you. These Terms are not intended to impact any rights that local laws provide to you, and which cannot be diminished or waived by contract.

Disclaimers

We do not promise that our Services will be error-free or uninterrupted or that any defects will be corrected, or that your use of our Services will provide specific results. We provide our Services on an "as-is" and "as-available" basis. We expressly disclaim all representations, warranties, and conditions, express or implied, including warranties of accuracy, non-infringement, merchantability, and fitness for a particular purpose. We disclaim any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of our Services. You assume full responsibility for your use of our Services and any sites operated by third parties to which our Services may link. Your sole remedy against us for dissatisfaction with our Services is to stop using our Services. This limitation of relief is part of the bargain between the parties. The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, or theft, destruction, unauthorized access to, alteration or use of your personal information, whether for breach of contract, tort, negligence, or any other cause of action.

Limitation of Liability

To the maximum extent permitted by applicable law and notwithstanding any other provision of these Terms, in no event shall we or any of our affiliates or suppliers, including any of our or their partners, officers, employees, agents, contractors, successors, or assignees, (collectively, "Epicenter Parties") be liable to you for any indirect, special, incidental, exemplary, punitive, or consequential damages, whether arising in contract, equity, tort, or otherwise, or for damages related to delay, loss of goodwill, loss of business reputation, loss of or damage to data, interruption in use or availability of data, loss of use of money or use of products, lost profits, revenue or savings (actual or anticipated), or other economic loss ensuing from or in connection with the existence, access to, use of, or inability to use our Services, even if any Epicenter Party has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. To the maximum extent permitted by applicable law, our aggregate liability to you for damages or losses suffered by you in connection with your use of our Services shall not exceed INR 100.00.

Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Epicenter Parties from and against all claims, demands, lawsuits, damages, liabilities, losses, costs, or expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements, and penalties of every kind arising from or relating to any violation of these Terms by you and any action or omission committed by you related to your use of our Services.

Epicenter Parties may assume the exclusive defense and control of any matter subject to indemnification by you at their own expense, in which case you agree to provide such parties with all reasonably requested assistance, information and cooperation at your own expense.

Governing Law:

Disputes

A. Governing Law

We are located in Maharashtra, India and you agree that all matters relating to your access to or use of our Services, including all disputes arising in respect of, or in connection with, these Terms, including the validity, breach or termination of these Terms ("Disputes"), will be governed by the laws of India or any other law as shall be agreed in accordance to any existing agreement between Epicenter and other Party.

Disputes

A party must, as soon as reasonably practicable, give the other party written notice of any Dispute. Notices to us must be sent by email to DPO@epicentertechnology.com. You and Epicenter must endeavor to resolve the Dispute in good faith within 30 days of receipt of notice of the Dispute. If you and Epicenter are unable to resolve the Dispute in good faith within this period, you agree that the Dispute shall be resolved exclusively in the state of Maharashtra, India or any other state in case of any existing agreement between Epicenter and other Party. Notwithstanding the foregoing, we may institute a proceeding for equitable relief in any court of competent jurisdiction.

Modifications

We may modify, suspend or terminate our Services at our sole discretion. We may amend these Terms from time to time, such as when we modify our Services or to address applicable legal requirements. We will provide you with prior notice or obtain your consent to material amendments where required by applicable law. If you do not agree to the amended Terms, you must stop using our Services.

General Provisions

If a court or other governmental authority decides that one or more of these Terms are void, invalid or otherwise unenforceable, you agree that the rest of the Terms will remain in effect. We do not waive any of our rights or remedies under these Terms even if we do not promptly address any violation by you of these Terms. These Terms constitute the entire agreement between you and us with respect to our



Services and supersede all prior or contemporaneous agreements. We may assign, delegate, or otherwise transfer any of these Terms to another party without notice to you, to the extent permitted by applicable law. You may not assign, delegate, sublicense or otherwise transfer any of your rights or obligations hereunder to any third party without our prior written consent. Any attempt to assign, delegate, sublicense or transfer such rights or obligations without our prior written consent shall be null and void.

Words indicating the singular include the plural and vice-versa. Headings are for convenience only and do not affect interpretation of these Terms. Any words following the terms "including", "include", "in particular", "for example", "such as" or any similar expression are illustrative and do not limit the sense of the words preceding such expressions.