

Please read these Terms carefully before using this Website. If you do not agree to all of these Terms, do not use this Website. If you continue to browse and use this Website you are deemed to understand and agree to comply with and be bound by the Terms, which govern Aditya Birla Management Corporation Private Limited and/ or the member companies as listed on <https://www.adityabirla.com/businesses> (Member Companies) relationship with you in relation to this Website. We may revise and update these Terms from time to time. Your continued usage of the Website is considered as an implied acceptance of the changes and that you agree to abide by the changed Terms.

In these Terms, references to "you", "your", "User(s)", "they" shall mean the end user (including its successors and permitted assigns) accessing the Website, its contents and participating in the program offered through the Website, "we", "us" and "our" shall mean the **Aditya Birla Management Corporation Private Limited** and/ or its Member Companies and "party", "parties" shall mean you and/or the Aditya Birla Management Corporation Private Limited and/ or its Member Companies as the context may require.

Introduction:

- i. www.adityabirlabizlabs.com ('Website') is an Internet-based portal operated by the Aditya Birla Management Corporation Private Limited. .
- ii. If you continue to browse and use this Website, you are agreeing to comply with and be bound by the following terms and conditions of use, together with our privacy policy, which governs our relationship with you in relation to this Website. If you disagree with any part of these terms and conditions, please do not use this Website.
- iii. **Aditya Birla Management Corporation Private Limited**, acting directly or through its member companies, at its sole discretion reserves the right not to accept an application or reject an application from you without assigning any reason thereof.

User Account, Password and Security:

Upon completion of your registration process on this Website, you will receive a designated account and a password. You shall be responsible for maintaining the confidentiality of the account and password, and are fully responsible for all activities that occur under your account or password. You agree to (a) immediately notify Aditya Birla Management Corporation Private Limited of any unauthorized use of your account or password or any other breach of security, and (b) ensure that you exit/sign out from your account at the end of each session. Aditya Birla Management Corporation Private Limited and/ or its Member Companies shall not be liable for any loss or damage arising from your failure to comply with this clause.

Limited User:

You agree and undertake not to reverse engineer, modify, copy, distribute, transmit, translate, decompile, disassemble display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.

The copyright in all materials, contents provided on the Website are solely the property of Aditya Birla Management Corporation Private Limited and/ or its Member Companies and its group companies. None of the materials, contents can be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Aditya Birla Group.

For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

Conduct and Rules:

You agree and undertake to use the website only for purposes mentioned in the Website and upload data/information/material that are permitted by us and are proper. By way of example, and not as a limitation, you agree and undertake that when using the Website and/or a Service, you will not:

- i. host, display, upload, modify, publish, transmit, disseminate, update or share any data/information/material/files that:
 - a. Belongs to third party, without any authorization from it. ;
 - b. is grossly harmful, harassing, inappropriate, blasphemous, defamatory, obscene, pornographic, paedophilic, profane, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
 - c. infringes any patent, trademark, copyright or other proprietary rights of Aditya Birla Group, its group companies and third party;
 - d. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - e. impersonates another person;
 - f. contains software viruses, corrupt files or any other computer code, files or programs designed to interrupt, destroy or limit the operation of the Website or functionality of any computer resource; threatens 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
- ii. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- iii. 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;

- iv. would constitute, or that encourage conduct that would constitute and/or incite a criminal offense, give rise to civil liability, or otherwise violate any applicable laws or regulations for the time being in force in or outside India; and
- v. make any derogatory, defamatory, abusive, inappropriate, profane or indecent statement(s) and/or comment(s) about the **Aditya Birla Management Corporation Private Limited** and/ or its Member Companies.
- vi. constitute or contain false or misleading statements

User Warranty and Representation:

You warrant, represent and certify that you are the owner of the content which is uploaded by you or on your behalf on our Website and you have obtained all the statutory approvals (as applicable) before uploading any content on the Website. You represent and warrant that the content uploaded by you does not infringe upon the property rights, intellectual property rights or any other rights of any third party.

You further warrant that there are, no actions, suits, proceedings, or investigations has been instituted or threatened relating to any content uploaded by you or on your behalf on this Website, including but not limited to trademark, trade name, service mark, or copyright formerly or currently used by you in connection with the Program offered by the Aditya Birla Management Corporation Private Limited and/ or its Member Companies. Additionally, you represent and warrant that your application does not:

- a. Contain any software or programming code subject to any restrictions or third-party limitations without prior written notice to Aditya Birla Group;
- b. Contain any viruses, worms, spyware, other components or instructions that are malicious, deceptive or designed to limit or harm the functionality of a computer;
- c. Include any User-owned trade secrets or third-party trade secrets and no such trade secrets will be required for the Aditya Birla Management Corporation Private Limited and/ or its Member Companies to enjoy the full benefits of the applications;
- d. Violate any statutory provisions applicable to you.

Intellectual Property Rights:

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party who have authorized use of their intellectual property rights on the Website and so expressly mentioned, Aditya Birla Management Corporation Private Limited and/ or its Member Companies owns all Intellectual Property Rights to and into the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases,

text, content, graphics, icons, and hyperlinks. You acknowledge and agree that you shall not use, reproduce or distribute any content from the Website belonging to the Aditya Birla Management Corporation Private Limited without obtaining prior written authorization from the Aditya Birla Management Corporation Private Limited

Links to Third Party Sites:

The Website may contain links to other websites ('Linked Website(s)'). When you access Linked, you should be aware and understand that such Linked Website(s) are independent from our Websites, and that Aditya Birla Management Corporation Private Limited has no control over the contents, images, or any other material in any form on the Linked Site and thus is not liable in any respect whatsoever for such a Linked Site. Aditya Birla Management Corporation Private Limited does not endorse or accept any responsibility for the contents, images, or any other material available on the Linked Website.

Please be informed that Aditya Birla Management Corporation Private Limited and/ or its Member Companies assumes no liability of any kind inter alia for the losses, damages, claims suffered by you as a consequence of viruses, worms, Trojan horses and/or other items of a destructive nature and you are advised to take abundant precautions while using the website

Disclaimer/Limitation of Liability:

THIS WEBSITE, AND ALL PROGRAMS PROVIDED THROUGH IT ARE PROVIDED 'AS IS' WITH ALL FAULTS AND AS AVAILABLE, WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OF SUCH MATERIAL. UNDER NO CIRCUMSTANCES SHALL THE ADITYA BIRLA MANAGEMENT CORPORATION PRIVATE LIMITED AND/ OR ITS MEMBER COMPANIES BE LIABLE TO YOU ON ACCOUNT OF THAT USER'S USE OR MISUSE OF AND/OR RELIANCE ON THE WEBSITE. YOU EXPRESSLY AGREES THAT SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF THE ADITYA BIRLA MANAGEMENT CORPORATION PRIVATE LIMITED AND/ OR ITS MEMBER COMPANIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE WEBSITE,

FROM INABILITY TO USE THE WEBSITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE WEBSITE.

General Terms and Conditions:

- i. You are responsible for remaining knowledgeable about the Terms as updated from time-to-time.
- ii. We shall not be liable or responsible for correspondence lost or delayed in the mail/e-mail.
- iii. We reserve the right to deprive you of, or to refuse any of the benefits of our Programs, at our discretion, without assigning any reason and without prior notification, including but not limited to, if we believe that your conduct violates applicable law or is harmful to our interests.
- iv. We reserve the right to add, modify, delete or otherwise change the Terms without any approval, prior notice or reference to any User.
- v. In the event of dispute in connection with the interpretation of the Terms, our decision shall be final and binding.

Indemnification:

You agree to defend, indemnify, and hold the Aditya Birla Management Corporation Private Limited and/ or its Member Companies, members of the judging panel harmless against any loss, cost, liability, and expense (including reasonable attorneys' fees) arising from any action or claim brought or threatened against the Aditya Birla Management Corporation Private Limited and/ or its Member Companies and the panel of judges (please note that the members of the judging panel may be from within or outside Aditya Birla Group) from (i) actual or alleged breach of any terms and conditions mentioned hereunder; (ii) any allegation that any of the applications submitted, shortlisted and or selected, are in breach of statutory provisions applicable to an applicant, are submitted without authorization from government/any other authority where such authorization is required, (iii) any infringement of any patent, copyright, trademark, trade secret, or other intellectual property rights of any third party, and (iv) if Aditya Birla Management Corporation Private Limited and/ or its Member Companies , members of the judging panel suffers any injury, loss or damages by breach of the warranties above.

Termination:

- i. Aditya Birla Management Corporation Private Limited may suspend or terminate your use of this website if it believes, in its sole and absolute discretion that you have breached, violated, abused, or unethically manipulated or exploited any term of these Terms or anyway otherwise acted unethically.
- ii. Notwithstanding the above clause, these Terms will survive indefinitely unless and until the Aditya Birla Management Corporation Private Limited chooses to terminate them.

- iii. If you or Aditya Birla Management Corporation Private Limited terminates your use of the website, Aditya Birla Management Corporation Private Limited may delete any content or other materials relating to your use of this Website and Aditya Birla Management Corporation Private Limited will have no liability to you or any third party for doing so.
- iv. Upon termination for any reason, you shall cease to use or further access any Website's content and be liable for any unauthorized attempts to do so via any means.

Governing Law:

These Terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.

Severability:

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

No Agency or Partnership:

The Aditya Birla Group, acting directly or through its Affiliates and Associates, and you are independent contractors. Neither party may direct or control the day-to-day activities of the other; neither party may create or assume any legal obligation on behalf of the other.

No Waiver

A delay or omission by the Aditya Birla Management Corporation Private Limited to exercise any right or power under these Terms will not be construed to be a waiver thereof. A waiver by the Aditya Birla Management Corporation Private Limited and/ or its Member Companies of any of the covenants to be performed by you or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant under these Terms.

No Third Party Beneficiaries:

User acknowledges and agrees that these Terms shall in no event be construed as a third party beneficiary contract, and that it is not intended for the benefit of any person or company whomsoever except the parties hereto.