

## ACCEPTANCE OF TERMS

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## TERMS OF USE

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## DESCRIPTION OF SERVICE

HI provides you with access to discussion lists, forums, licenses and a variety of other services. ("HI Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current HI Service shall be subject to the TOU.

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This website does not automatically capture any specific personal information from you, (like name, phone number or e-mail address), that allows us to identify you individually. Whenever this website requests you to provide personal information [eg for accreditation purpose], you will be informed of the particular purposes for which the information is gathered and adequate security measures will be taken to protect your personal information. We do not sell or share any personally identifiable information volunteered on this site to any third party (public/private)

except for general information [name, category and organization] about accredited categorization. We gather certain information about the User during the process of the User's browsing, such as Internet protocol (IP) address, domain name, browser type, operating system, the date and time of the visit and the pages visited. We make no attempt to link these addresses with the identity of individuals visiting our site unless an attempt to damage the site has been detected.

## HYPERLINKING POLICY

At many places in this website, you shall find links to other websites/portals. These links have been placed for your convenience. The company or the portal is not responsible for the contents and reliability of the linked websites and does not necessarily endorse the views expressed in them. Mere presence of the link or its listing on this website should not be assumed as endorsement of any kind. We cannot guarantee that these links will work all the time and we have no control over availability of the linked pages.

## YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the HI Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of India or other applicable jurisdiction. You also agree to:

- provide true, accurate, current and complete information about yourself as prompted by the HI Service's registration form (the "Registration Data") and
- maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or HI has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, HI has the right to suspend or terminate your account and refuse any and all current or future use of the OSI Services (or any portion thereof).

## CONDUCT

You understand that all information, data, text, software, graphics or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not HI, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the HI Service. HI does not control the Content posted via the HI Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will HI be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the HI Service. You agree to not use the HI Service to:

- upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or harm minors;

- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the HI Service;
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or other relationships;
- upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," or any other form of solicitation;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in discussions or exchanges;
- interfere with or disrupt the HI Service or servers or networks connected to the HI Service, or disobey any requirements, procedures, policies or regulations of networks connected to the HI Service;
- intentionally or unintentionally violate any applicable local, state, national or international law,
- "stalk" or otherwise harass another; and/or
- collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs above. You acknowledge that HI may or may not pre-screen Content, but that HI and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, move, or remove any Content that is available via the HI Service and which violates the TOU. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge, consent and agree that HI may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:
  - comply with legal process;
  - enforce the TOU;
  - respond to claims that any Content violates the rights of third parties;
  - respond to your requests for customer service; or
  - protect the rights, property or personal safety of HI its users and the public.

## CONTENT MADE AVAILABLE FOR INCLUSION ON THE OSI SERVICE

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### THIRD PARTY CONTENT

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### ERRORS, CORRECTIONS AND CHANGES

The website does not represent or warrant that the Site will be error-free, free of viruses or other harmful components, or that defects will be corrected. The website does not represent or warrant that the information available on or through the website will be correct, accurate, timely or otherwise reliable. The website may make changes to the features, functionality or content of the website at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the website.

### AVAILABILITY

The Website functions 24/24 hours and 7/7 days. However, if a force majeure event occurs, the connection is slow or the Website is overloaded or unavailable due to electronic communication networks, access to all or part of the Website may be slowed down or interrupted. Furthermore, the website may undertake corrective or preventive maintenance on the Website or its hosting facilities. Accordingly, the website does not assume any guarantee of availability or continuous access to the Website.

### INDEMNITY

You agree to indemnify and hold HI and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including but not limited to reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the HI Service, your connection to the Service, your violation of the TOU, or your violation of any rights of another.

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You acknowledge that HI may establish general practices and limits concerning use of the HI Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the HI Service. You further acknowledge that HI reserves the right to modify these general practices and limits from time to time. HI reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the HI Service (or any part thereof) with or without notice. You agree that HI shall not be liable to you or to any third party for any modification, suspension or discontinuance of the HI Service.

## TERMINATION

You agree that HI may terminate your access to the HI Service for violations of the TOU and/or requests by authorized law enforcement or other government agencies.

## DISCLAIMER OF WARRANTIES

You expressly understand and agree that: Your use of the HI service is at your sole risk. HI service is provided on an "as is" and "as available" basis. HI and its subsidiaries, affiliates, officers, employees and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. HI and its subsidiaries, affiliates, officers, employees and licensors make no warranty that

- The HI service will meet your requirements;
- The HI service will be uninterrupted, timely, secure or error-free and
- The results that may be obtained from the use of the HI service will be accurate or reliable. No advice or information, whether oral or written, obtained by you from HI or through or from the service shall create any warranty not expressly stated in the TOU.

## LIMITATION OF LIABILITY

You expressly understand and agree that HI and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if HI has been advised of the possibility of such damages), resulting from the use or the inability to use the HI service.

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HI respects the copyright of others, and we ask our users to do the same. HI may, in appropriate circumstances and at its discretion, disable and/or terminate the access of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide HI's Copyright Agent the following information: an

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