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11. Your use of our products and services provided for herein is solely for your personal and non-commercial use. Any use of EI offerings other than the specified personal purposes is prohibited. Your personal and non-commercial use shall be subjected to the following conditions and restrictions laid down by EI from time to time as set forth in this document.
12. In no event will EI. be liable for damages of any kind, including without limitation,
  - (1) indirect, punitive, special, exemplary, incidental, or consequential damage (including loss of business, revenue, profits, use, data or other economic advantage, loss of programs or information), or
  - (2) direct damages in excess of the amount paid to EI for the product and / or service, arising out of the use of, misuse of or inability to use, or errors, omissions or other inaccuracies in the Site or the products and / or services, or any information provided on the Site. Some jurisdictions do not allow the limitation or exclusion of liability. Accordingly, in such instances, some of the above limitations may not apply to the User.
13. EI may also contact the user through sms, email and call to give notifications on various important updates. Therefore, User holds EI non liable to any liabilities including financial penalties, damages, expenses in case the users mobile number is registered with Do not Call (DNC) database.
14. You hereby indemnify, defend, and hold EI, EI's distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, harmless from and against any and all losses, damages, liabilities and costs arising from your use of our product.
15. In the event of breach of the terms and conditions of this Terms of Use by the User, the User shall be promptly liable to indemnify EI for all the costs, losses and damages caused to EI as a result of such a breach.
16. In the event of your breach of this Terms of Use, you agree that EI will be irreparably harmed and will not have an adequate remedy in money or damages. EI therefore, shall be entitled in such event to obtain an injunction against such a breach from any court of competent jurisdiction immediately upon request. EI's right to obtain such relief shall not limit its right to obtain other remedies.

#### **Other Terms & Conditions:**

EI hereby grants to the customer a non-exclusive, non-assignable and non-transferable, right to access the offerings of EI solely for usage by customer only.

The Customer cannot grant access to the techniques and practices associated with EI Offerings or any rights therein to any third party. Further, the customer gives an unconditional undertaking to EI that it shall not otherwise use or exploit EI offering for any use or purpose except as expressly set forth-

#### **1. INTELLECTUAL PROPERTY RIGHTS**

- a. EI is the sole and exclusive owner and retains all title, copyright and other proprietary rights in ASSET Summer Studies, ASSET Talent Search, ASSET, Mindspark and other EI offerings ("EI Offerings"), of all the material and content on EI's website, including without limitation [www.mindspark.in](http://www.mindspark.in), [www.ei-india.com](http://www.ei-india.com), and any other work owned by EI, and all the Updates, modifications and all versions of each. Any developments in any offering of EI including without limitation inventions, design, layout, images, documents, files, trade secrets, photographs, content, graphics, sound, videos, trade-dress, trademarks, patents, inventions, copyright ("EI Content") is the sole and exclusive property of EI and is protected by all the applicable laws, including, without limitation copyright, trademark, trade-names, patents, designs, internet

domain names, data protection, IT Act, privacy and publicity rights and other rights and statutes. Use of any EI Content without the prior express written permission of EI and license to use is strictly prohibited. All rights, title, ownership, intellectual property rights and proprietary rights in the EI Content shall always remain with EI and shall not pass on to the School, their representatives or any third party at any time.

- b. The user/ customer do not acquire any rights, express or implied, other than those specified in this Agreement. The user/ customer agree to secure and protect access and usage of EI Offerings and modifications in a manner consistent with maintaining EI's rights therein. Violation of EI's intellectual property rights shall be the basis for immediate termination of services, which shall be in addition to and not in lieu of any equitable remedies available to EI.
  - c. Upon knowledge of any unauthorized possession, use of, or access to, EI Offerings, the user/ customer shall promptly notify EI and furnish EI with full details of such knowledge, assist in preventing any recurrence thereof, and cooperate in any litigation or other proceedings reasonably necessary to protect the rights of EI.
  - d. The user/ customer shall make all efforts to protect the Intellectual Property Rights of EI and in connection with the execution and performance under this Agreement, the user/ customer shall not knowingly infringe any patent, copyright, trade secret, mark, work right or any other proprietary right of EI.
2. Specific additional T&C for Mindspark
- a. Each subscription covers a period of time determined by the package chosen. The subscription period would be counted from the day of first login or the 7th day from the date of payment (whichever is earlier). It would end on the date determined by the duration of the package.
  - b. The performance of Mindspark in terms of computer response may vary according to the speed of internet used by the customer. We recommend a landline broadband connection for Mindspark. We would not be responsible for any response related issues due to internet speed quality at the customer's end.
  - c. Any disruption to the usage of Mindspark due to inadequate hardware in working condition, including but not limited to computers and broadband internet access will be the sole liability of the customer. It will remain the customer's responsibility to ensure that there is adequate hardware in working condition at all points in time.
3. Remedy for Breach
- The Customer agrees that through this service offerings, the customer will have access to and become acquainted with Confidential and proprietary information of EI, the unauthorized use or disclosure and any breach of this terms and conditions would cause irreparable harm injury, loss and damage, the extent of which would be impossible to ascertain and for which monetary damages would not be adequate remedy. Accordingly, both Parties agree that, in addition to any all and legal remedies available to EI for the customer's breach of this terms and conditions, EI shall be entitled to injunctive and other equitable relief in the event of any such breach the customer or its representatives.
4. INDEMNIFICATION
- a. The Customer shall defend, indemnify and hold EI and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages, liabilities and expenses (including reasonable attorney's fees and permitted and authorized costs) arising out of or in connection with liabilities or obligations imposed or attempted to be imposed upon EI, by breach of this Agreement or as a result of claims by third parties. Such indemnification is in addition to EI's right to

terminate for a breach of representations and warranties and is not a waiver or limitation of EI's other rights or remedies.

- b. EI does not make any other warranties, express or implied, regarding Mindspark, or its delivery systems, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. EI shall not be liable to the School or any other person or entity for any punitive, special, indirect, consequential, incidental or other special damages, cost or losses arising out of this Agreement, even if EI has been advised of the possibility of such damages, costs or losses. No action, regardless of form or nature, arising out of this Agreement may be brought by or on behalf of School more than six (6) months after the cause of action first arose.

**Business Ordinance clause:**

We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time