

TERMS OF USE AND DISCLAIMER

Thank you for visiting www.mahindramarazzo.com (the "**Website**"), which is owned by Mahindra and Mahindra Ltd., a company incorporated under the Indian Companies Act, 1913 having its registered office at Gateway Building, (hereinafter referred to as "**Company**", "**we**" or "**us**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns).

This Agreement sets forth the following legally binding terms and conditions contained in these Terms of Use, together with any documents incorporate by reference including the Privacy Policy available at <http://www.mahindramarazzo.com/privacy>, and all other operating rules, policies, and procedures that may be published on the Website by the Company, which are incorporated by reference (collectively referred to as the "**Agreement**"), which govern your access to and use of the Website and any content, functionality, sub-domains and services offered on or through the same.

Users are hereby allowed to use the Website, subject to acceptance in full, of the Terms and Conditions mentioned herein below and any other conditions as specified by M&M from time to time on the Website.

1. ACCEPTANCE OF TERMS AND CONDITIONS AND PURPOSE OF THE WEBSITE:

- 1.1 The Agreement between the Company and the User is an electronic record in terms of Information Technology Act, 2000 (as amended by the Information Technology (Amendment) Act, 2008) and rules made thereunder pertaining to electronic records in various statutes. The Agreement is generated as an electronic record by a computer system and does not require any physical or digital signatures and is also published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011.
- 1.2 Use of this Website is regulated by Terms & Conditions provided herein.
- 1.3 By accessing, browsing, dealing, transacting and/or otherwise using this Website, you shall be deemed to have accepted of these Terms and Conditions and the Agreement. The Terms and

Conditions apply to any and all uses of the Website by a User. It is hereby agreed acknowledged and confirmed by the Users that by using the Website, the Users signify their acceptance to these Conditions in full and agree to be bound by them. The Website is provided on an "as is" and "as available" basis.

- 1.4 The Company has no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding any of the following: which users gain access to the Website; what content users access through the Website; what effects the content may have on users; how users may interpret or use the content; or what actions users may take as a result of having been exposed to the content. All the materials contained in the Company's website are on provided for informational purposes only and shall not be construed as a commercial offer, a license, an advisory, fiduciary or professional relationship between you and the Company. No information provided on this site shall be considered a substitute for your independent investigation. The information provided on this Website may be related to products or services that are not available in your country. We cannot guarantee the authenticity of any data or information that users provide about themselves or their campaigns and projects. You release us from all liability for your having acquired or not acquired content through the Website. The Website may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. We make no representations concerning any content on the Website, and we are not liable for the accuracy, copyright compliance, legality, or decency of material contained on the service.

2. ELIGIBILITY TO TRANSACT ON THE WEBSITE:

- 2.1 Use of the Website is available only to natural and / or legal persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website in any manner. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the Website and shall not transact on or use the Website. As a minor if you wish to use or transact on the Website, such use or transaction may be only made by your legal guardian or parents on your behalf on the Website. Company reserves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to Company's notice or if it is discovered that you are under the age of 18 years. The Company

reserves the right to initiate legal action against any person who solicits a minor to register as a User on the Website, even after knowledge that he/she is under the age of 18 years.

3. LINK TO THIRD-PARTY WEBSITES

3.1 Links to third-party web sites are provided for convenience only and do not imply any approval or endorsement by the Company of the linked sites, even if they may contain the Company's logo, as such sites are beyond the Company's control. Thus, the Company cannot be held responsible for the content of any linked site or any link contained therein. You acknowledge that framing the Company's website, or any similar process is prohibited.

4. RIGHT OF COMPANY TO AMEND TERMS

4.1 We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. Your continued use of the Website following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page from time to time/frequently/each time you access this Website so you are aware of any changes, as they are binding on you.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The format and content included on the Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the Company, its affiliates or its content suppliers and are protected under applicable copyright, trademark and other proprietary rights laws.

5.2 All rights are reserved in relation to any registered and unregistered trademarks (whether owned or licensed to the Company) which appear on the Website.

5.3 The Website or any portion of the Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of the Company. No person is entitled to systematically extract and/or re-utilise parts of the contents of the Website without the express written consent

of the Company. In particular, the use of data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilization of any substantial parts of this Website is strictly prohibited.

5.4 Content of the Website Provided by the Users

5.5 By displaying content on this Website, Users expressly grant a license to the Company to display the content and to use it for any of our other business purposes.

5.6 Users of this Website shall not upload, distribute or publish through the Website, any content which may contain viruses or computer contaminants (as defined in the Information Technology Act 2000 or such other laws in force in India at the relevant time) which may interrupt, destroy, limit the functionality or disrupt any software, hardware or other equipment belonging to the Company or that aids in providing the services offered by Company.

5.7 Users of this Website shall not disseminate or upload viruses, programs, or software whether it is harmful to the Website or not. Additionally, Users shall not impersonate another person or user, attempt to get a password, other user account information, or other private information from a user, or harvest email addresses or other information.

5.8 Users of this Website are expressly asked not to publish any defamatory, misleading or offensive content or any content which infringes any other persons intellectual property rights (e.g. copyright). Any such content which is contrary to Company's policy and the Company does not accept liability in respect of such content, and the User responsible will be personally liable for any damages or other liability arising and agrees to indemnify User in relation to any liability it may suffer as a result of any such content. However as soon as User becomes aware of infringing content, User shall do everything it can to remove such content from the Website as soon as possible.

6. REPRESENTATION AND WARRANTY ON BEHALF OF THE COMPANY

- 6.1 The Company shall not be responsible in any manner whatsoever for (a) any loss and/or damage to you due to incorrect, incomplete and/or false information furnished by you; or (b) any deficiency in payment of consideration payable towards the Products purchased on the Website.
- 6.2 All materials, including downloadable software, contained in the Company's web site is provided on 'as is' basis and without warranty of any kind to the extent allowed by the applicable law. While the Company will use reasonable efforts to provide reliable information through its web site, the Company does not warrant that this web site is free of inaccuracies, errors and/or omissions, viruses, worms, Trojan and the like, or that its content is appropriate for your particular use or up to date. The Company reserves the right to change the information at any time without notice. The Company does not warrant any results derived from the use of any software available on this site. You are solely responsible for any use of the materials contained in this site.
- 6.3 The information contained in this site does not extend or modify the warranty that may apply to you as a result of a contractual relationship with the Company.
- 6.4 The Company will not be liable for any indirect, consequential or incidental damages, including but not limited to loss of profits or revenues, business interruption, loss of data arising out of or in connection with the use, inability to use or reliance on any material contained in this site or any linked site.

7. REPRESENTATION AND WARRANTY ON BEHALF OF THE USER

- 7.1 User represents and warrants that User is the owner and/or authorized to share the information. User gives on the Website and that the information is correct, complete, accurate, not misleading, does not violate any law, notification, order, circular, policy, rules and regulations, is not injurious to any person or is discriminatory with respect to sex, caste, race or religion and/or property.
- 7.2 User undertakes to indemnify and keep indemnified the Company and/or its shareholders, directors, employees, officers, affiliates, associate companies, advisors, accountants, agents, consultants, contractors and/ or suppliers for all claims resulting from information User posts and/or supplies to the Company. The Company shall be entitled to remove any such information posted by User without any prior intimation to User.

- 7.3 User understands that the Company does not have any control on accuracy of information submitted by anybody on the Website and therefore agrees that the Company shall not be responsible for any loss, damage, cost, expenses etc. due to inaccuracy of any information submitted by User or anybody else on the Website.
- 7.4 User shall not upload on the Website or otherwise distribute or publish through the Website any matter or material which is or may be considered abusive, pornographic, illegal, defamatory, obscene, racist or which is otherwise unlawful or designed to cause disruption to any computer systems or network. The Company shall be entitled without liability to the User and at our discretion to remove any such content from our server immediately. No user shall post any message to the Website which is in violation of the acceptable use policies in respect of this Website. We reserve the right to delete and remove all such postings.
- 7.5 In the event, User is required to submit his/her information on the Website ("**User Submissions**"), User agrees and undertakes that the User shall be solely responsible for the same and confirms that such User Submissions :
- (a) is complete, correct, relevant and accurate.
 - (b) is not fraudulent.
 - (c) does not infringe any third party's intellectual property, trade secret and/or other proprietary rights and/or privacy.
 - (d) shall not be defamatory, libelous, unlawfully threatening and/or unlawfully harassing.
 - (e) shall not be indecent, obscene and/or contain any thing which is prohibited under any prevailing laws, rules & regulations, order of any court, forum, statutory authority.
 - (f) shall not be seditious, offensive, abusive, liable to incite racial, ethnic and/or religious hatred, discriminatory, menacing, tortuous, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy and/or which may cause annoyance and/or inconvenience.
 - (g) shall not constitute and/or encourage conduct that would be considered a criminal offence, give rise to civil liability, and/or otherwise be contrary to the law.
 - (h) shall not be technically harmful (including, without limitation, computer/ mobile viruses, worms, or any other code or files) or other computer programming routines that may damage, destroy, limit, interrupt, interfere with, diminish value of, surreptitiously intercept or expropriate the functionality of any system, data or personal information.
 - (i) shall not create liability for the Company or cause the Company to lose the services of the Company's ISPs or other suppliers.

- (j) is not in the nature of political campaigning, unsolicited or unauthorized advertising, promotional and/ or commercial solicitation, chain letters, mass mailings and/ or any form of 'spam' or solicitation.
- (k) is not illegal in any other way.

- 7.6 You grant to the Company the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub licensable, transferable right to (and to allow others acting on its behalf to) (i) use, edit, modify, prepare derivative works of, reproduce, host, display, stream, transmit, playback, transcode, copy, feature, market, sell, distribute, and otherwise fully exploit your User Submissions and your trademarks, service marks, slogans, logos, and similar proprietary rights, if any, in connection with (a) the Products, (b) the Company's (and its successors' and assigns') businesses, (c) promoting, marketing, and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third-party websites); (ii) take whatever other action is required to perform and market the Service; (iii) allow its Users to stream, transmit, playback, download, display, feature, distribute, collect, and otherwise use the User Submissions in connection with the Products; and (iv) use and publish, and permit others to use and publish, the User Submissions, names, likenesses, and personal and biographical materials of User, in connection with the provision or marketing of the Service. The foregoing license grant to the Company does not affect your other ownership or license rights in your User Submissions, including the right to grant additional licenses to your User Submissions. Further, the User agrees and understands that the Company reserves the right to remove and/ or edit such User Submissions or part thereof.
- 7.7 User confirms that he/she shall abide by all notices and all the terms and conditions (as amended from time to time) contained and mentioned herein.
- 7.8 User undertakes and confirms that User shall not use the Company's Website, Products and/ or services therein for any purpose that is unlawful and/ or prohibited by the terms of the Agreement and/ or under any applicable laws. User shall not use the Website and/ or services therein in any manner which could damage, disable, overburden and/ or impair the Website and/ or any services therein and/ or the network(s) connected to the Website and interfere with other User's use and enjoyment of the Website and/ or services therein.
- 7.9 User shall not attempt to gain unauthorized access to any service on the Website, other Users' Account(s), Computer systems and/ or networks connected to the Website through hacking,

phishing, password mining and/or any other means. User shall not attempt to obtain any materials or information through any means not intentionally made available to User through the Website.

- 7.10 The Website may contain certain material or advertising submitted by other Users/third parties.
- 7.11 The Company disclaims its responsibility for the content, accuracy, conformity to applicable laws of such material. Responsibility for ensuring that material submitted for inclusion on the Website complies with applicable laws is exclusively on such Users and advertisers and the Company will not be responsible for any claim, error, omission and/or inaccuracy in advertising material. The Company reserves the right to omit, suspend and/or change the position of any advertising material submitted for insertion.

8. Termination

- 8.1 The Company may, at any time, terminate or suspend any and all services and/ or access to the Website immediately, without prior notice and/or liability. The services and/ or access to the Website may also be terminated or suspended if:
 - 8.1.1 User breaches any of the terms or conditions of the Agreement and/or other incorporated agreements and/or guidelines.
 - 8.1.2 Requests by law enforcement and/or other government agencies.
 - 8.1.3 Discontinuance and/or material modification to the Website and/ or service (or any part thereof).
 - 8.1.4 Unexpected technical and/or security issues and/or problems.
 - 8.1.5 Engagement by the User in fraudulent and/or illegal activities.
 - 8.1.6 Non-payment of any fees owed by the User in connection with the use of Website and/ or services.
 - 8.1.7 Termination of User account includes:
 - 8.1.8 Removal of access to all offerings within the service.
 - 8.1.9 Deletion of User password and all related information, files and content associated with or inside User account (or any part thereof).
 - 8.1.10 Barring of further use of the Website and/ or service.

8.2 Further, the User agrees that all terminations for cause shall be made in Company's sole discretion and that Company shall not be liable to the User or any third party for any termination of User account, any associated email address, or access to the services. Any fees paid hereunder are non-refundable. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions and warranty disclaimers.

8.3 We also reserve our right to enforce appropriate sanctions against any of the Users of the Website who are responsible for abuse of the Website. Such sanctions may include, but are not limited to (a) a formal warning, (b) suspension of access through the Website or Products, (c) termination of any registration of the User with our Website or services.

9. **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) made by any third party and/or penalty imposed due to and/or arising out of breach of the Agreement by User, and/or violation of any law, rules or regulations and/or the rights of a third party and/or the infringement by User including, without limitation, copyright and trademark infringement, obscene and/or indecent postings, and on-line defamation, and/or any third party using the User's account, of any intellectual property and/or other right of any person and/or entity.

10. **Dispute Resolution, Governing law and jurisdiction**

Dispute Resolution: Any dispute or difference either in interpretation or otherwise, of any terms of this Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by the Company and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Pune.

Governing Law and Jurisdiction: All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and courts at Mumbai only shall have exclusive jurisdiction.

11. Force Majeure

The Company shall not be liable for any failure and/or delay on its part in performing any of its obligation under this Agreement and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by the User by reason there of if such failure and/or delay shall be result of or arising out of Force Majeure Event set out herein. Explanation: "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Company, including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake, explosion, acts of God, civil commotion, strikes, lockout, and/or industrial action of any kind, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions, breakdown and/or hacking of the Website and/or contents provided for availing the Products and/or services under the Website, such that it is impossible to perform the obligations under the Agreement, or any other cause or circumstances beyond the control of the Company hereto which prevents timely fulfilment of obligation of the Company hereunder.

12. General Provision

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, Disclaimer and our Privacy Policy constitute the sole and entire agreement between You and Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website

Geographic Restrictions

The owner of the Website is based in India. We make no claims that the Website or any of its content are appropriate outside of India. Access to the Website may not be legal by certain persons or in certain countries. If You access the Website from outside India, You do so on Your own initiative and are responsible for compliance with local laws.

Grievance Officer

All service complaints relating to the functioning of the Website can be logged in through the details specified below, which will be attended by an appointed personnel of the Company.

For detailed service policy and complaints about the delivery or functioning of Products, please refer Product manuals as may be provided on the respective webpages.

Thank you for visiting the Website.

I agree.