

## **TERMS AND CONDITIONS OF USE**

### *Preamble*

**IMPORTANT! THESE TERMS AND CONDITIONS OF USE GOVERN YOUR USE OF THIS SITE, WHICH IS PROVIDED BY BHANDARI & CHOPRA VENTURES. BY USING OUR WEBSITE, YOU ACCEPT THESE TERMS AND CONDITIONS IN FULL; ACCORDINGLY, IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS OR ANY PART OF THESE TERMS AND CONDITIONS, YOU MUST NOT USE OUR WEBSITE.**

### **I. INTRODUCTION**

The following demonstrates Terms and Conditions of use applicable to your use of [www.nucatalog.com](http://www.nucatalog.com). It is an agreement between you as the user(s) of the web site and [www.nucatalog.com](http://www.nucatalog.com).

These terms and conditions shall govern your use of our website.

- i.** By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- ii.** If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- iii.** Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.
- iv.** Before you subscribe to and/or begin participating in or using web site, [www.nucatalog.com](http://www.nucatalog.com) believes that user(s) have fully read, understood and accept the agreement.
- v.** If you do not agree to or wish to be bound by agreement, you may not access or otherwise use the web site.

### **II. WEBSITE MERELY VENUE/PLATFORM:**

Web site acts as a mere venue/platform for our members to negotiate/interact for buying, selling and other business services by way of locating companies to trade with, through our online exchange.

We do not take part in the actual transaction that takes place between the buyers and sellers and hence are not a party to any contract for sale negotiated between buyers and sellers. All transactions will be the responsibility of the members only. This agreement shall not be deemed to create any partnership, joint venture, or other joint business relationship between [www.nucatalog.com](http://www.nucatalog.com) and other party

### **III. USER(S) ELIGIBILITY:**

- User(s) means any individual or business entity/organization that legally operates in India or in other countries, uses and has the right to use the services provided by [www.nucatalog.com](http://www.nucatalog.com).
- Our services are available only to those individuals or companies who can form legally binding contracts under the applicable law.
- User(s) while accessing the web site, must follow/abide by the related laws. [www.nucatalog.com](http://www.nucatalog.com) is not responsible for the possible consequences caused by your behavior during use of web site.
- [www.nucatalog.com](http://www.nucatalog.com) may, in its sole discretion, refuse the service to anyone at any time. The service is not available to temporarily or indefinitely suspended members of web site.

### **You must not:**

- Use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website.
- Use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- Use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

### **IV. USER(S) AGREEMENT:**

- This agreement applies to user(s) if user(s) are visitors, registered - free or paid user(s) who access the web site for any purpose. It also applies to any legal entity which may be represented by you under actual or apparent

authority. User(s) may use this site solely for their own personal or internal purposes.

- This agreement applies to all [www.nucatalog.com](http://www.nucatalog.com) services offered on the web site, collectively with any additional terms and condition that may be applicable to the specific service used/accessed by user(s). In the event of a conflict or inconsistency between any provision of the terms and conditions mentioned herein with those of the particular service, the provisions of the terms and conditions applicable to such specific services shall prevail.
- [www.nucatalog.com](http://www.nucatalog.com) may change, modify, amend, or update this agreement from time to time without any prior notification to user(s) and the amended and restated terms and conditions of use shall be effective immediately on posting. If you do not adhere to the changes, you must stop using the service. Your continuous use of the service will signify your acceptance of the changed terms

#### **INTELLECTUAL PROPERTY RIGHTS:**

- All content included on this Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of [www.nucatalog.com](http://www.nucatalog.com) or its content suppliers (including the Buyers and Sellers, as applicable) and protected under the Copyrights Act or any other law laid down for the time being in force.
- The [www.nucatalog.com](http://www.nucatalog.com) name and other Company logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of Company or its affiliates in India and/or other countries.
- [www.nucatalog.com](http://www.nucatalog.com) trademarks and trade dress may not be used in connection with any product or service that is not [www.nucatalog.com](http://www.nucatalog.com), in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits [www.nucatalog.com](http://www.nucatalog.com).
- All other trademarks not owned by [www.nucatalog.com](http://www.nucatalog.com) or its affiliates that appear on this Website are the property of their respective owners, who may or may not be connected to or sponsored by [www.nucatalog.com](http://www.nucatalog.com) or its affiliates.
- The Website is and shall remain the sole and exclusive property of [www.nucatalog.com](http://www.nucatalog.com). You shall have only the limited rights with respect to

the Website as expressly granted in this Agreement, and all rights not expressly granted herein are reserved by www.nucatalog.com.

- You acknowledge and agree that only www.nucatalog.com shall have the right to alter, maintain, enhance or otherwise modify the Website, or its products or services. www.nucatalog.com reserves the right to modify or to discontinue the Website and any products or services provided by www.nucatalog.com hereunder, with or without notice to you.

#### **LINKS TO THIRD PARTY SITES**

- Links to third party sites are provided by web site as a convenience to user(s) and www.nucatalog.com has not have any control over such sites i.e., content and resources provided by them.
- www.nucatalog.com may allow user(s) access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such Third Party's web site.
- You are cautioned to read such sites' terms and conditions and/or privacy policies before using such sites in order to be aware of the terms and conditions of your use of such sites.
- www.nucatalog.com believes that user(s) acknowledge that www.nucatalog.com has no control over such third party's site, does not monitor such sites, and www.nucatalog.com shall not be responsible or liable to anyone for such third party site, or any content, products or services made available on such a site.

#### **TERMINATION/ BREACH:**

Most content and some of the features on the web site are made available to visitors free of charge. However, www.nucatalog.com reserves the right to terminate access to certain areas or features of the web site (to paying or registered users) at any time for any reason, with or without notice.

www.nucatalog.com also reserves the universal right to deny access to particular users to any/all of its services/content without any prior notice/explanation in order to protect the interests of www.nucatalog.com and/or other visitors to the web site. www.nucatalog.com reserves the right to limit, deny or create different access to the web site and its features with respect to different user(s), or to change any of the features or introduce new features without prior notice.

www.nucatalog.com withholds the right to temporary or permanent termination of membership of any user for any of the following reasons:

- a. If it concludes that the user(s) have provided any false information in connection with the member account, or are engaged in fraudulent or illegal activities.
- b. The user(s) breach any provisions of the terms and conditions of use agreement and/or Agreement of web site.
- c. Utilize web site to send spam messages or repeatedly publish the same product information.
- d. Post any material to members that is not related to international trade or business cooperation.
- e. Impersonate or unlawfully use another companies name to post information or conduct business of any form.
- f. Any unauthorized access, use, modification, or control of the web site data base, network or related services.
- g. Obtain by any means web site member's user name and/or password.

#### **REGISTERED USER**

- To become a Registered User(s) there is a proper procedure which is for the convenience of user(s) so that they can easily log-in and log-out.
- User(s) can become a Registered User(s) by filling an on-line registration form on the web site by giving desired information (name, contact information, details of its business, etc.). www.nucatalog.com will establish an account ("Account") for the user(s) upon registration and assign a user alias ("User ID") and password ("Password") for log-in access to your Account.
- Web site may or may not assign user(s) upon registration a web-based email/message account with limited storage space to send or receive email/messages. Users will be responsible for the content of all the messages communicated through the Website & Email Account, as well as the consequences of any such message.

- By becoming a Registered User, you consent to the inclusion of your personal data in our on-line database and authorize [www.nucatalog.com](http://www.nucatalog.com) to share such information with other user(s).
- [www.nucatalog.com](http://www.nucatalog.com) may refuse registration and deny the membership and associated User ID and Password to any user for whatever reason. Web site may suspend or terminate a registered membership at any time without any prior notification in interest of [www.nucatalog.com](http://www.nucatalog.com) or general interest of its visitors/other members without giving any reason thereof. Registered User are not a part or affiliate of [www.nucatalog.com](http://www.nucatalog.com) in any way.
- All the registered user under NDND (National Do Not Disturb) and /or DND (Do Not Disturb) may receive promotional messages sent by [www.nucatalog.com](http://www.nucatalog.com) or its Agency and in case of such message being received it is clear that [www.nucatalog.com](http://www.nucatalog.com) or its Agency will not be responsible for any NDND or DND Registry regulation that will come into play.

#### **DISCLAMIER**

- The features and services on the web site are provided on an "as is" and "as available" basis, and web site hereby expressly disclaims any and all warranties, express or implied, including but not limited to any warranties of condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose.
- All such warranties, representations, conditions, undertakings and terms are hereby excluded. [www.nucatalog.com](http://www.nucatalog.com) makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, and stability, completeness of any information provided on or through the web site. [www.nucatalog.com](http://www.nucatalog.com) does not represent or warranty that the manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the web site does not violate any third party rights; and [www.nucatalog.com](http://www.nucatalog.com) makes no representations or warranties of any kind concerning any product or service offered or displayed on the web site. Any material downloaded or otherwise obtained through the web site is done at your sole discretion and risk and you are solely responsible for any damage to your computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by you from web site or through or from the web site shall create any warranty not expressly stated herein.

- Under no circumstances shall web site be held liable for an delay or failure or disruption of the content or services delivered through the web site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, Acts of God, natural calamities, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.
- User(s) hereby agree to indemnify and save web site, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from your use of the web site (including but not limited to the display of your information on the web site) or from your breach of any of the terms and conditions of this Agreement. User(s) hereby further agree to indemnify and save web site, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from your breach of any representations and warranties made by you to web site.
- User(s) hereby further agree to indemnify and save web site, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the web site.
- User(s) hereby further agree that web site is not responsible and shall have no liability to it, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with you. Web site reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with web site in asserting any available defenses.
- Web site shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, strict liability or otherwise or any other damages resulting from any of the following:

- The use or the inability to use the web site;
- Any defect in goods, samples, data, information or services purchased or obtained from a User(s) or a third-party service provider through the web site;
- Violation of Third Party Rights or claims or demands that User(s) manufacture, importation, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the web site may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- Unauthorized access by third parties to data or private information of any User(s);
- Statements or conduct of any User(s) of the web site; or
- Any matters relating to Premium Services however arising, including negligence.

#### **GOVERNING LAW AND DISPUTE RESOLUTION**

Terms and condition of use agreement and/ or Agreement, Privacy Policy shall be governed in all respect by the Arbitration laws of India. [www.nucatalog.com](http://www.nucatalog.com) considers itself and intended to be subject to the jurisdiction of Karnataka Arbitration Centre Bangalore, India. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of Bangalore, Karnataka, India

#### **MISCELLANEOUS**

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

Web site's failure to enforce any right or failure to act with respect to any breach by a User(s) under these terms and conditions will not waive that right nor waives [www.nucatalog.com](http://www.nucatalog.com) right to act with respect with subsequent or similar breaches.