

TERMS OF USE

Last updated on: 20th November 2020

These Terms of Use ("**Terms**") govern your access to and use of the services, websites, products and applications (the "**Services**") offered by AKEMI Technology India Private Limited ("**Akemi**", "**Company**", or "**We**"), incorporated under the laws of India. By accessing the Services, through any modes of registration or usage, you agree to be bound by the Terms and to our Privacy Policy.

These Terms are between the Company and its users/customers ("**You/Your/User(s)**").

These Terms constitute an electronic record in accordance with applicable provisions of the Indian Contract Act, 1872, The (Indian) Information Technology Act, 2000 and the rules, regulations, guidelines and clarifications framed there under, including, The Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data Or Information) Rules, 2011, The Information Technology (Intermediaries Guidelines) Rules, 2011 and the provisions pertaining to electronic documents / records in various statutes as amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published and shall be construed in accordance with the provisions of Rule 3 (1) of The Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of the website.

By using, accessing or purchasing access to this website and Services, You represent that You have read, understood and agree to the Terms in their entirety, including the Privacy Policy.

From time to time We may modify the Terms, and in that case Your continued use of the website and Services subsequent to such notice shall be deemed to constitute Your, acceptance of such changes, modifications or additions.

1. Purpose of this website

- 1.1. This website, as well as the contents including all information, text, graphics, images, hyperlinks and other material are for general information purpose about Akemi and shall not be construed as a commercial offer, a license, an advisory, fiduciary or professional relationship between You and the Company.
- 1.2. The information contained in this website does not extend or modify the warranty that may apply to You as a result of a contractual relationship with the Company.

2. Use of the website

- 2.1. Subject to compliance with the Terms, the Privacy Policy, and all other applicable

terms and guidelines, the Company grants You a personal, non-exclusive, limited privilege to access and use this website and the Services.

2.2. No User shall be permitted to perform any of the following prohibited activities:

- a) Making available any content that is misleading, unlawful, harmful, threatening, abusive, tortious, blasphemous, defamatory, libelous, vulgar, obscene, pornographic, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- b) Making available any content that is unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- c) Stalking, intimidating and/or harassing another and/or inciting other to commit violence;
- d) Transmitting material that encourages anyone to commit a criminal offence, that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
- e) Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- f) Interfering with any other person's use or enjoyment of the website;
- g) Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner, committing any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of anyone else;
- h) Make available any content or material that You do not have a right to make available under any law or contractual or fiduciary relationship, unless You own or control the rights thereto or have received all necessary consents for such use of the content;
- i) Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- j) Harms minors in any way;
- k) Engages in commercial activities and/or sales without Company's prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes;
- l) Use any of the Company's domain names;
- m) Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the website;
- n) Post, transmit or make available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files or such other programs that may harm the website and Services, interests or rights of other Users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or personal information about other Users without their consent;

- o) Access or use the website in any manner that could damage, disable, overburden or impair any of the website's servers or the networks connected to any of the servers on which the website is hosted;
 - p) Intentionally or unintentionally interfere with or disrupt the services of the website or violate any applicable laws related to the access to or use of the website, violate any requirements, procedures, policies or regulations of networks connected to the website, or engage in any activity prohibited by these Terms;
 - q) Disrupt or interfere with the security of, or otherwise cause harm to, the website, materials, systems resources, or gain unauthorized access to User accounts, passwords, servers or networks connected to or accessible through the website or any affiliated or linked sites;
 - r) Interfere with, or inhibit any User from using and enjoying access to the website, or the Services, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the website;
 - s) Access the website through any other means other than through the interface that is provided by the Company;
 - t) Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the website, to access, acquire, copy or monitor any portion of the website, or in any way reproduce or circumvent the navigational structure or presentation of the website, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the website;
 - u) Alter or modify any part of the Services;
 - v) Use the Services for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or
 - w) Violate any of the terms specified under the Terms for the use of the website.
- 2.3. You shall not attempt to gain unauthorized access to any portion or feature of the website, or any other systems or networks connected to the website or to any server, computer, network, or to any of the services of the website, by hacking, password "mining" or any other illegitimate means.
- 2.4. You shall not probe, scan or test the vulnerability of the website or any network connected to the website nor breach the security or authentication measures on the website or any network connected to the website. You shall not reverse look-up, trace or seek to trace any information on any other User or visitor to the website, to its source, or exploit the website or any Services or information made available or offered by or through the website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than User's own information, as provided for by the website.
- 2.5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about the Company, the website or the brand name or domain name

used by the Company, or otherwise engage in any conduct or action that might tarnish the image or reputation, of the Company or otherwise tarnish or dilute any of the Company's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by the Company. You further agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the website or the Company's systems or networks, or any systems or networks connected to the Company.

- 2.6. The Company can avail any legal remedy against You, in the event of violation by You of any of the terms of this Clause.
- 2.7. You acknowledge and agree that by accessing or using the website, You agree to indemnify and hold the Company, its affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to Your use of the website or any loss/damage that is caused to the website/the Company as a result of Your committing any of the aforesaid prohibited activities.
- 2.8. The Company has the right to change modify, suspend, or discontinue and/or eliminate any aspect(s), features or functionality of the website or the Services as it deems fit at any time without notice. The Company makes no commitment, express or implied, to maintain or continue any aspect of the website. You agree that the Company shall not be liable to You or any third party for any modification, suspension or discontinuance of the website or any of the Services.
- 2.9. It is hereby brought to Your attention that, any/all information of any/all product(s) of the Company, including price related information, as reflected on the website and its brochures, due to some technical issue or typographical error, may be incorrectly reflected and the Company shall not be liable to You or any third party for any such inadvertent issues or errors.

3. Trademark and copyright information

- 3.1. The AKEMI brand and any registered trademarks of 'AKEMI chemisch technische Spezialfabrik GmbH' ("**AKEMI Germany**") referred to on this website are the sole property of Akemi Germany and its subsidiaries. They may not be used for any purpose without the owner's permission, given in writing. This website and its content are protected, under the laws of copyright covering texts, drawings and models, as well as by trademark law. You agree not to reproduce, all or part of this website or its content on any medium whatsoever without Akemi's permission, given in writing. You also agree not to establish any hypertext links to this website or its content. Akemi does not grant any right or license for the personal and non-commercial use of the website or its content, except for a non-exclusive license to consult it on an "as is" basis, at Your own risk. All other rights are reserved.
- 3.2. We make no claim or representations regarding the third-party trademarks, which are the property of their respective owners.

4. Links to other websites

- 4.1. This website may contain links to other web sites, which are provided solely as convenience to You and not as an endorsement by Akemi of the contents of such other websites. Akemi is not responsible for the content of any other web sites and does not make any representations or warranties regarding any other web sites or the contents or materials of such web sites. Your interactions with those features and platforms are governed by the policies of the companies that provide them.

5. Updating of information

- 5.1. Akemi makes all reasonable efforts to ensure that this website is accessible at all times. You may however be prevented from accessing the website or experience access problems due to technical difficulties or during maintenance work or upgrades. In addition, while We take reasonable care to ensure that the information on this website is kept up to date, We make no representation or warranty, express or implied, of its accuracy and completeness. The content of this website and the websites accessible via hypertext links at this site may be corrected, amended or updated at any time without notice.
- 5.2. We do not guarantee and make no representations or warranties that this website and access thereto are secure, or that this website is free of viruses or bugs that could result in damage to or the loss of data. You are responsible for protecting Your data from viruses.
- 5.3. We accept no liability for any direct, special, indirect or consequential damages of whatsoever kind and howsoever caused, arising out of Your use of or inability to access the website.

6. Confidential or proprietary information

- 6.1. We do not want to receive confidential or proprietary information from You through our website. Please note that any information or material sent to us will be deemed NOT to be confidential. By sending Akemi any information or material, You grant Akemi an unrestricted, irrevocable license to use, reproduce, display, perform, modify transmit and distribute those materials or information, and You also agree that Akemi is free to use any ideas, concepts, know-how or techniques that You send us for any purpose.
- 6.2. You acknowledge and agree that by providing Akemi with any personal or proprietary user information through the website, You consent to the transmission of such personal or proprietary user information over international borders as necessary for processing in accordance with Akemi's standard business practices. You should be aware that linked sites may contain transmission of personal data provisions that differ from the provisions provided herein. We are not responsible for such

provisions, and expressly disclaims any and all liability related to such provisions.

7. Applicable Law and Jurisdiction.

- 7.1. This Agreement shall be in accordance with the laws of India. Any cause of action of any nature arising out of this Agreement shall be brought in the City of Bengaluru, India.

8. General Terms

- 8.1. Indemnification: You indemnify and hold harmless Akemi and its officers, directors, shareholders, employees, parent and related companies (collectively, “**Indemnified Parties**”) from any and all claims, liabilities, judgments, settlements, costs and expenses, including reasonable attorneys fees, arising from or related to Your breach of the Terms, and Your use of the website and/or the Service.
- 8.2. Disputes: All disputes, differences of opinion or controversies arising in connection with these Terms, including whether the claims asserted are arbitrable, are under the Arbitration and Conciliation Act, 1996. The venue for all arbitration shall be Bengaluru City, India.
- 8.3. Severability: If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason such provision shall be construed by limiting it to make it enforceable to the maximum extent permitted by law, and the remainder of this Agreement shall continue in full force and effect.
- 8.4. **DISCLAIMER: IN NO EVENT WILL AKEMI BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEB SITE OR ANY USE OF THIS WEB SITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEB SITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF AKEMI IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.**