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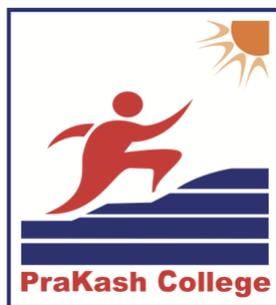
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Without prejudice to and without limiting anything else stated in these Terms, you agree, undertake and confirm that you will not violate any applicable laws or code of conduct. You agree not to: engage in, facilitate or commit any unlawful activity; defame, insult, annoy or denigrate any person, product, institute or service; use the Website in a way that harms PDC. Use any unauthorized third party software, technology or service; or interfere with anyone’s use and enjoyment of the Website. You agree to promptly notify PDC if you learn of a security breach related to the Website.

#### **USER ACCOUNT**

You may visit and browse the Website without registering with the Website. When you create an account with the Website, you represent and warrant that:

- All required information (“User Information”) you submit is truthful, accurate, current and complete; and
- You will maintain the accuracy currency and completeness of such information. You undertake not to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity. All activities that occur using your password are your responsibility, whether or not authorized by you. You agree to immediately notify us of any unauthorized use of your password or registered account. If you use this Website, you are responsible for maintaining the confidentiality of your account, password and for



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To use the Website, you require internet connectivity or appropriate telecommunication links and the Website’s services do not include the provision of any computer system, resource, terminal, server, equipment, mobile or any devices. The Website shall not have any responsibility or liability for any computer system, resource, terminal, server, equipment, mobile or any devices necessary for you to use and access the Website nor shall be liable for any costs incurred by you on account of internet or appropriate telecommunication links usage.

PDC would not be liable for damages, viruses or other code that may affect your computer system, resource, terminal, server, equipment, mobile or any other devices while using the Website and PDC does not ensure that the Website will be compatible with all hardware and software used by you.

You must comply with applicable third party terms, if any, such as mobile device agreement or wireless data service agreement, etc. while using the Website.



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## **LIMITATION OF LIABILITY**

In no event shall PDC, its associates and partners and their respective officers, trustees, employees, suppliers, contractors and agents be liable for any losses or damages whatsoever including without limitation, direct, indirect, punitive, special, incidental, remote and consequential damages, lost profits, goodwill, other intangible losses or damages resulting from the use or inability to use the Website, its information, content, materials, books, magazines, articles, films, products, services; unauthorized access to or alteration of your data; statements or conduct of any third party; or in any other matter, whether based on warranty, contract, tort, or any other legal theory, and whether or not PDC is advised of the possibility of such damages. Without prejudice, it is agreed by you that the Website including associates, partners and their respective officers, trustees, employees, suppliers, contractors and agents shall not be held cumulatively liable for any damages or claims in excess of INR 1,000/- (Rupees One Thousand) or the last payment made by you; whichever is lesser, subject to applicable law.

## **TERMINATION**

PDC reserves the right to terminate the services provided to you without prior notice in the event of any default committed by you including but not limited to the breach of any applicable law, policies, guidelines and conditions of the Website or these Terms or the Privacy Policy (including any modifications or additional notifications or instructions). On such



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PDC will terminate the services provided to you if it is required under any applicable law. Without prejudice, PDC reserves its right to terminate the services if such provision of services to you is not economically viable for PDC. You may choose to discontinue availing services and facilities provided through the Website by closing your account with the Website. On closure of your account or termination of services you are not eligible to purchase our products through the Website. Once your account is closed or services terminated for any reason whatsoever, the User Contents posted on the Website by you shall be removed by the Website.

It is clarified that certain terms and conditions of the policies, guidelines and conditions of the Website's services or these Terms and the Privacy Policy continue to be binding on you and if you by default or otherwise are found using or dealing with the Website post termination of the service provided through the Website, you shall be prosecuted by PDC. You shall be also liable to compensate PDC for any unauthorized use of the Website.

#### **FORCE MAJEURE**

PDC shall not be liable for delays or inabilities in performance or non-performance in whole or in part of its obligations due to any causes that are beyond its reasonable control, such as acts of God, fire, flood, explosion, civil commotion, strikes, lock outs or industrial action of any kind, riots, insurrection, war, embargo or acts of government, change in government policy, orders of court or any other binding authority, power failure, sabotage, computer hacking, unauthorized access to computer data and storage device, system failure, virus, attacks, bugs, computer crashes, breach of security and encryption and other similar events.

#### **GOVERNING LAW AND JURISDICTION**

We control and operate the Website from our offices in Mumbai, India. We do not represent that materials on the Website are appropriate for use in other locations. If you choose to access the Website from other locations you do so on your own initiative, and you will be responsible for compliance with local laws, if and to the extent local laws are applicable.

The Terms of Use, and the relationship between you and us, shall be governed by the laws of India. You agree that any cause of action that may arise under the Terms shall be commenced and be heard only in the appropriate courts in Mumbai, India. You agree to submit to the exclusive jurisdiction of the courts located within Mumbai in the State of Maharashtra, India. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.