

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS" OR THE "T&CS") CAREFULLY BEFORE USING THE SERVICES OFFERED OR INFORMATION DISPLAYED. BY USING AND/OR ACCESSING THIS ELECTRONIC MEDIUM, INCLUDING ALL CONTENTS AVAILABLE IN OR THROUGH THE JCB.COM DOMAIN NAME, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS, THE DISCLAIMERS AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY, WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, THEN PLEASE DO NOT USE THIS ELECTRONIC MEDIUM AND/OR AVAIL THE JCB ONLINE SERVICES.

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 (INCLUDING ALL APPLICABLE RULES FRAMED THEREUNDER) AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES, HOWEVER, ONCE THE CUSTOMER HAS CLICKED ON THE "AGREE AND ACCEPT"/"I AGREE" BUTTON ON THE ELECTRONIC MEDIUM, THE CUSTOMER SHALL BE DEEMED TO HAVE GRANTED HIS/HER CONSENT TO BE BOUND BY THESE TERMS AND CONDITIONS AND SHALL BE DEEMED TO HAVE AFFIXED HIS/HER SIGNATURE TO THESE TERMS AND CONDITIONS IN TOTAL AND COMPLETE ACCEPTANCE OF THE TERMS AND CONDITIONS MENTIONED HEREIN.

These Terms and Conditions of the website located at the URL <https://smartserve.jcb.com> and mobile application under the name and style "JCB Smart Serve" and all other sites owned and operated by JCBI that redirect to the said website and all subdomains (the "Electronic Medium") is between JCBI India Limited (hereinafter referred to as "JCBI" or "We" or "Us" or "Our") and the visitors or registered users of the Electronic Medium (hereinafter referred to as "You" or "Your" or "User" or "Customer") and describe the terms on which JCBI offers You access to the Electronic Medium and such other services as are incidental and ancillary thereto.

The Electronic Medium is owned and operated by JCBI, a company incorporated under the laws of India having its registered office at B-1/1-1, 2nd Floor, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044 and Headquarters at 23/7, Ballabgarh Faridabad, Haryana-121004, India.

The Electronic Medium is an online platform which facilitates (a) Potential Supplier Registration (b) JCB Dealer Field Force Management, pursuant to the terms and conditions set forth herein and includes any other feature or content or services offered from time to time, subject to terms and conditions as stated herein (such online platform services, the "JCBI Online Services").

These Terms and Conditions between You and JCBI sets forth the legally binding terms and conditions for Your use of the Electronic Medium and the JCBI Online Services.

I. ELIGIBILITY:

- I.1 The Electronic Medium and its contents are available only to body corporates or individuals. You represent and warrant that you are competent and eligible to enter into this T&Cs and have the

requisite authority to bind yourself to this T&Cs. You represent and warrant that if you are an individual, you are at least 18 years old, and that any personal information you may submit will be accurate and truthful.

- 1.2 You shall not use this Electronic Medium if you are not competent to contract under applicable laws, rules and regulations. We reserve the right to ask for proof of age from You and Your account may be suspended until satisfactory proof of age is provided, terminate any membership/registration and/or refuse to provide access to the Electronic Medium if it is brought to our notice or if it is discovered that the person accessing/using the Electronic Medium is not legally competent to contract.

2. AGREEMENT AND ACCEPTANCE:

- 2.1 Your use or viewing the Electronic Medium is subject to your acceptance of these Terms and Conditions, including the Privacy Policy, the Disclaimers and all other operating rules, policies, and procedures that may be published on the Electronic Medium by JCBI, which are incorporated by reference. These Terms and Conditions apply to every User of the Electronic Medium. In addition, some services offered through the Electronic Medium may be subject to additional terms and conditions adopted by JCBI. Your use of those services is subject to those additional terms and conditions, which are incorporated into these Terms and Conditions by reference.
- 2.2 These standard T&Cs shall constitute the terms, rights and liabilities arising out of the use of the Electronic Medium, the JCBI Online Services. Users of the Electronic Medium to be bound by the T&C. Further, the T&Cs shall also govern the terms, obligations and liabilities arising out of use of Supplier Registration platform by the User by submitting the requisite details.
- 2.3 You are only authorized to use the Electronic Medium (regardless of whether your access or use is intended) if you agree to abide by these T&Cs and all applicable laws. Please read these T&Cs very carefully and save it. If you do not agree to be bound by these T&Cs in its entirety, you should leave the Electronic Medium and not use JCBI Online Services in any manner. Your use of the Electronic Medium or any of JCBI Online Services constitutes Your acceptance of these T&Cs and You agree to be bound by the terms, on and from the date when You first use the Electronic Medium.
- 2.4 All personal information/data provided by You during the course of usage of the Electronic Medium will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used by Us or any third party engaged by JCBI for collection, storage and processing of information, please do not use the Electronic Medium.

3. DEFINITIONS:

- 3.1 “**Electronic Medium**” means the online platform owned and operated by JCBI at the URL <https://smartserve.jcb.com> and mobile application under the name and style of “**JCB Smart Serve**” and all other sites owned and operated by JCBI that redirect to the said website and all subdomains which provides a platform to the Users to register themselves and/or furnish details pertaining to their organization for filling up the Supplier Registration Form;
- 3.2 “**JCB**”/“**JCBI**”/ “**Us**”/ “**We**” shall mean JCB India Limited, a company incorporated under the laws of India having its registered office at B-1/1-1, 2nd Floor, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044;
- 3.3 “**T&Cs**”/“**Terms and Conditions**”/“**Agreement**” means the terms and conditions as detailed herein including all schedules, appendices, annexures, Privacy Policy, Disclaimers all of which are

incorporated by reference herein and will include the references to this T & Cs as amended, novated, supplemented, varied or replaced from time to time; and

3.4 “User”/ “You” means and includes you and/or any person or an entity using or accessing the JCB Online Services provided on the Site.

4. TERMS OF USE OF THE ELECTRONIC MEDIUM:

4.1 For Supplier Registration:

- a) The Electronic Medium provides an online platform for registration of the User as prospective supplier with JCBI subject to the requirement of JCBI and subject to You being eligible for registration under the T&Cs, by uploading Your details and documents.
- b) Completion of the online supplier registration does not guarantee that You will receive RFQ’s or PO’s/Contracts from JCBI nor does it confer yourself as “approved” supplier for JCBI. You may be contacted in accordance with the business needs. It will be your responsibility to keep your entities’ information up-to-date, and JCBI shall in no way be responsible or liable for any decision arrived at in case of any lapse in information as may be provided by you.
- c) JCBI reserves the right to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of JCBI, in respect of registration of suppliers’ shall be final and binding on all concerned.
- d) Incomplete applications/applications without support of documents will be rejected.
- e) Mere registering as a supplier on the Electronic Medium does not entitle You any claim for award of work/purchase order.
- f) You must submit all necessary information/documents in support of your qualification for registration as per the “Supplier Registration Form” as specified.
- g) Only correct/relevant information/data has to be furnished at appropriate places along with relevant self-attested supporting documents. Any User if provides false information or grossly inaccurate or forged documents will be disqualified for consideration as a supplier.
- h) Different certificates/document to be uploaded should be in standard format only and the appropriate authority/authorized representative of the entity should issue it.
- i) The registration only qualifies a particular User for consideration of participating in the case of any requirement, however, this will not give any claim to the User for award of for supply of material/carrying out contract works.
- j) A team of officials representing Purchase, Finance, etc. of JCBI may visit your facility, if required before your enlistment.
- k) Once selected as supplier, You shall promptly reply to Our enquires, execute further documents and agreements as required by JCBI. Any failure by You to execute the necessary documents/agreements as per the requirement may result in cancellation of the appointment of the supplier.
- l) Submissions provided by you in connection with the supplier registration form shall be deemed to be provided under appropriate authority and in accordance with any and all legal obligations you may have in regard to the disclosure thereof. You acknowledge that you are responsible for the submissions and disclosures that you make, and You, not JCBI, have full responsibility for the submissions, including their legality, reliability, appropriateness, originality and copyright. Any falsification or misrepresentation can lead to rejection of registration application.
- m) JCBI has a Code of Business Conduct and Ethics and Supplier Code of Conduct to ensure governance controls for prevention of corruption and bribery. Code of Business Conduct

and Ethics, read with the Supplier Code, by reference includes (i) Whistle Blower Policy; and (ii) Gifts and Entertainment Policy. All suppliers including their respective offices, employees, agents and advisors, are required to abide by these Code of Conducts.

- n) You hereby represent that You have not engaged and shall not engage in corrupt, fraudulent, coercive, undesirable or restrictive practices for the execution of any work for JCBI.
 - o) Any effort by You to influence JCBI, its advisors or its employees, directly or indirectly, in decisions concerning the award of any work or selection process for any supplier, shall result in cancellation of the registration and termination of all existing contracts between You and JCBI.
 - p) In the event, You are approached by any agent or third party offering to facilitate business engagement with JCBI, You shall not entertain such agent or third party and shall immediately report the same to JCBI with complete details.
 - q) You do not have or shall not have any conflict of interest in respect of your submission and acknowledge that You shall be disqualified, at the discretion of JCBI, in case, it is found to be so.
 - r) Any data You provide us through this online registration process or otherwise will be subject to access and review by employees of JCBI and its affiliates. As a condition of registration, You acknowledge and agree that any data you provide to us is true and correct.
 - s) You hereby agree, accept and certify that all the information as furnished by you is true and correct and that, if on verification, any data/information is found to be false, incorrect, JCBI reserves the right not to consider your form for registration or blacklist you, if already registered.
 - t) You hereby undertake to produce the document/certificates in "original" for verification as and when called for by JCBI. Furthermore, your registration will be liable to be cancelled if any document is found to be fake/false/forged on verification. Submission of fake/false/forged documents will invite action by JCBI.
 - u) All pages as specifically mentioned in the supplier registration form, should be signed in ink with stamp by Your authorized representative in that behalf with the declaration that document/ information furnished is true and valid and in case there are any changes/ variation, the same shall be immediately brought to the notice of JCBI.
- 4.2 By clicking on the 'Agree and Continue' button, you are agreeing to use the JCBI Online Services in a manner consistent with and abide by these T&Cs, our Privacy Policy, and all applicable laws and regulations.
- 4.3 You may use Electronic Medium solely for purposes of enabling You to use and enjoy the JCBI Online Services as provided by JCBI, and as permitted by these Terms and Conditions. You may not use the Electronic Medium for any illegal purpose. We may cease providing any JCBI Online Services and we may terminate your right to use Electronic Medium at any time. Your rights to use the Electronic Medium will automatically terminate without notice from Us if you fail to comply with any of these Terms and Conditions and any applicable law.
- 4.4 You shall not use JCBI Marks or any language, pictures or symbols which could, in the sole discretion of JCBI, imply any endorsement of such third party service providers by JCBI in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without the prior written consent of JCBI.

5. ACCOUNT, PASSWORD AND SECURITY:

- 5.1 Certain selective Users, as determined by JCBI in their sole discretion, will be given access to the Electronic Medium by creating their account and allotting them an User ID and Password. Access to sections of the Electronic Medium shall be reserved only for registered Users, and which may change from time to time at the sole discretion of JCBI.
- 5.2 User accessing the supplier registration form can fill in the details by accessing the links and without registering themselves on the Electronic Medium.
- 5.3 Users whose account are created by JCBI, will receive a password and account designation. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for any and all activities that occur under your password or account. You agree to: (a) immediately notify the Electronic Medium of any unauthorised use of Your password or account or any other breach of security; and (b) ensure that You exit from Your account at the end of each session. JCBI cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section or for any losses occurring thereto. You, as the User, waive any claims against the Electronic Medium for any loss and damage suffered by You on account of Your failure to comply with these T&Cs and reasonably expected good practices in this regard.
- 5.4 Please ensure that the details You provide Us with are correct and complete and inform Us immediately of any changes to the information that You provided when registering. If any User provides any information that is untrue, false, not updated, and incomplete or the Electronic Medium has reasonable grounds to believe that such information is untrue, false, not updated, incomplete, JCBI shall have the right to suspend or terminate the relevant User account and refuse any and all current or future use of the Electronic Medium (or any portion thereof).
- 5.5 We will do our utmost to ensure that availability of the Electronic Medium will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, Your access to the Electronic Medium may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

6. PROTECTION OF DATA

- 6.1 Any information provided by You will not be retained by JCBI, except as provided in these T&Cs and the Privacy Policy. Further, if Users of the Electronic Medium are required to provide certain information (including sensitive personal information), Users expressly permit the Electronic Medium and/or any third party engaged by JCBI for undertaking or performing any function in relation to the Electronic Medium, to access/or collect and retain such information of the Users. Such provision and/or collection, storage, retention, use and disclosure of personal information of the Users/Customers shall be subject to the Privacy Policy available at <https://smartserve.jcb.com/JCBIIndia/Privacy%20Policy.pdf>
- 6.2 Personal data You provide during the course of usage of our Electronic Medium or during process of registration on the Electronic Medium or during the course of order process (such as your name, address, email address, card details, pan card details, telephone number, etc.) are collected, processed and used for the purpose of the JCBI Online Services. Your personal data will be disclosed to third parties (such as service provide) only to the extent required for the performance of the contract or to the extent permitted under our Privacy Policy.
- 6.3 For further details, please read the Privacy Policy available at <https://smartserve.jcb.com/JCBIIndia/Privacy%20Policy.pdf>, which also governs Your visit to and use of the Electronic Medium and forms an integral part of these T&Cs, as though fully set

out herein. If you are not in agreement with the Privacy Policy, please do not use the Electronic Medium.

7. GRIEVANCE REDRESSAL

- 7.1 Protecting interests of Users is the primary objective of JCBI. In pursuit of this objective a grievance redressal cell is set up that shall specifically deal with all the queries, complaints or grievances of the Users.
- 7.2 **Mr. Animesh Pandey**, [Manager - Product Support] - is designated as the Grievance Officer in terms of the Information Technology Act, 2000, and the rules made thereunder for any complaints or grievances with regard to the content of the Electronic Medium. The contact details of the Grievance Officer are as under:
Email address: animesh.pandey@jcb.com
Designation: Manager - Product Support
Contact Number (landline and mobile No.): 0129-4299525/
- 7.3 Any and all complaints to the Grievance Officer to report any content on the Electronic Medium shall be in writing and shall be sent to at the above-mentioned email address. The Grievance Officer shall respond or acknowledge to the complainant within 36 (thirty-six) hours of the receipt of the complaint and shall expeditiously redress the complaint within one (1) month from the date of receipt of such complaint.

8. USE RESTRICTIONS:

- 8.1 You agree that Your use of the Electronic Medium and JCBI Online Services shall be lawful and You shall abide by all applicable laws, rules and regulations in connection therewith.
- 8.2 You must not use the Electronic Medium in any way that causes, or is likely to cause, the Electronic Medium or access to it to be interrupted, damaged or impaired in any way.
- 8.3 You agree not to access (or attempt to access) the Electronic Medium by any means other than through the interface that is provided by JCBI. You shall not use any deep-link, robot, spider, scraper or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, monitor or extract or mine any data or portion of the Electronic Medium or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Electronic Medium, materials or any content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Electronic Medium.
- 8.4 If the Electronic Medium allows You to post and upload any material on the Electronic Medium, You hereby undertake to ensure that such material is not offensive and is in accordance with applicable laws.
- 8.5 Further, You undertake not to indulge in the following activities in relation to the Electronic Medium and use of JCBI Online Services:
- 8.5.1 Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- 8.5.2 Any act by Yourself or through any third party which:
- i. Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethically

objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise harmful in any manner whatever;

- ii. harms minors in any way;
- iii. infringes any patent, trademark, copyrights or other proprietary rights of another person;
- iv. violates any law for the time being in force;
- v. threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;

- 8.5.3 Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword;
- 8.5.4 Upload files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
- 8.5.5 Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Electronic Medium or another's computer;
- 8.5.6 Engage in any activity that interferes with or disrupts access to the Electronic Medium (or the servers and networks which are connected to the Electronic Medium);
- 8.5.7 Attempt to gain unauthorized access to any portion or feature of the Electronic Medium, any other systems or networks connected to the Electronic Medium, to any server, or to any of the services offered on or through the Electronic Medium, by any illegitimate means (including such as hacking and password mining);
- 8.5.8 Probe, scan or test the vulnerability of the Electronic Medium or any network connected to the Electronic Medium, nor breach the security or authentication measures on the Electronic Medium or any network connected to the Electronic Medium. You may not reverse look-up, trace or seek to trace any information on any other User, of or visitor to, the Electronic Medium, or any other customer of JCBI, including any other account not owned by You, to its source, or exploit the Electronic Medium or Service or information made available or offered by or through the Electronic Medium, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information;
- 8.5.9 Disrupt or interfere with the security of, or otherwise cause harm to, the Electronic Medium, systems resources, accounts, passwords, servers or networks connected to or accessible through the Electronic Mediums or any affiliated or linked sites;
- 8.5.10 Collect or store data about other Users.
- 8.5.11 Use any device or software to interfere or attempt to interfere with the proper working of the Electronic Medium or any transaction being conducted on the Electronic Medium, or with any other person's use of the Electronic Medium;
- 8.5.12 Use the Electronic Medium or content thereon or the JCBI Online Services for any purpose that is fraudulent, unlawful or prohibited by the T&C, or to solicit the performance of any illegal activity or other activity which infringes the rights of JCBI or other third parties;

8.5.13 Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

8.5.14 Violate any applicable laws or regulations for the time being in force in India;

8.5.15 Violate these T&Cs;

8.5.16 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 Electronic Medium;

8.5.17 Remove any text, copyright or other proprietary notices contained in any materials available on the Electronic Medium.

The above is a non-exhaustive list of prohibited content/activity. JCBI is not obliged to but reserves the right to investigate and take appropriate action against anyone who, in its sole discretion, violates these T&Cs, and to remove the prohibited content from the Electronic Medium. JCBI is also entitled to take any appropriate legal action against the Users who have violated these T&Cs or the Privacy Policy, including without limitation, reporting You to law enforcement authorities and disclosing your identity in accordance with applicable law.

9. CORPORATE IDENTIFICATION AND TRADEMARK:

9.1 JCB, JCB logos and other marks indicated on the Electronic Medium (“**JCB Marks**”) are trademarks or registered trademarks of JCBI and/or its affiliates and group entities. You may not use, copy, reproduce, republish, upload, post, transmit, distribute or modify the JCB Marks in any manner whatsoever, including in advertising or publicity pertaining to distribution of materials on the Electronic Medium without JCBI’s prior written consent. The use of JCB Marks on another website or network computer environment is prohibited. JCBI prohibits the use of JCB Marks as a “hot” link on or to any other website unless establishment of such a link is approved in advance in writing by JCBI.

9.2 All other trademarks not owned by JCBI or its affiliates or group entities that appear on the Electronic Medium, are the property of their respective owners, who may or may not be affiliated with or connected to JCBI and we do not claim any right, interest or affiliation with such parties.

10. LICENSE FOR ELECTRONIC MEDIUM ACCESS:

10.1 Subject to Your compliance with these T&Cs, JCBI grants You a limited license to access and make use of this Electronic Medium. Permission is granted to electronically download or print portions of the Electronic Medium for the sole purpose of personal use and for using this Electronic Medium. Any other use of materials on this Electronic Medium, including reproduction for purposes other than those noted above, such as the modification, distribution or republication, without JCBI’s prior written consent is prohibited.

10.2 The said limited license does not authorize or entitle You to do any other act including but not limited to the following:

10.2.1 reproduction, duplication, copying, sale, resale, distribution, transmission, resale or commercial use or exploitation of the Electronic Medium or any of its portions or contents (including but not limited to any copyright material such as literary or artistic works including graphics, product and other designs and images, text, page layout or form, JCB Marks or other proprietary information); any collection and use of any product listings;

descriptions or prices; any derivative use of the Electronic Medium or its contents without the express prior written consent of JCBI;

10.2.2 framing or using framing techniques to enclose any portion of the Electronic Medium or hot linking or deep linking any portion of the Electronic Medium (including but not limited to Trade Marks or copyright material or other proprietary information/material such as images, text, graphics, page layout or form) without the prior express prior written consent of JCBI;

10.2.3 Use of any meta tags or any other “hidden text” or metadata utilizing the name of JCBI or any of its affiliates, JCB Marks, URL or Product name, without the express prior written consent of JCBI.

10.2.4 Use of contact information provided on the site for unauthorised purposes, including marketing is prohibited. Any use intended to impede with the working of the Electronic Medium or to intercept any information from the Electronic Medium is prohibited.

10.3 Any use of the Electronic Medium or JCBI Online Services beyond the permitted use or in violation of these T&Cs, as outlined herein, will constitute breach of this T&C and entitle JCBI to (i) terminate this license to the Electronic Medium and JCBI Online Services and/or your account without any notice; and (ii) initiate appropriate legal action for any such breach or illegal or unauthorized use.

11. OWNERSHIP OF INTELLECTUAL PROPERTY:

11.1 The Electronic Medium is the exclusive property of JCBI and/or its affiliates and/or group entities. All contents, documents, drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications, and other information or intellectual property and all rights therein, in respect of the Electronic Medium and the Product (collectively, “Intellectual Property”) is owned, controlled or licensed by or to JCBI and its affiliates and group entities. You shall have no claim to, nor ownership interest in, any Intellectual Property. You acknowledge that no license or rights of any sort are granted to You hereunder in respect of any Intellectual Property.

11.2 Nothing on Electronic Medium or your use of any of the Electronic Medium shall be construed as conferring any license or other rights under the Intellectual Property of other proprietary rights of JCBI or affiliates/group entities, or any third party, whether implied or otherwise, save as expressly provided.

12. DISCLAIMERS AND LIMITATION OF LIABILITY:

12.1 The Electronic Medium may be linked to other websites of third parties, advertisers, affiliates or business partners. JCBI has no control over and is not liable or responsible for content, accuracy, validity, reliability, quality of such websites. Inclusion of any link on the Electronic Medium does not mean or imply that JCBI endorses the linked website/webpage. You may use the links and any service or content available thereon at your own risk.

12.2 In no event, will JCBI be liable for any loss that You may incur as a consequence of unauthorized use of your account or account information, either with or without your knowledge. We shall not be responsible for the delay or inability to use the Electronic Medium or related functionalities or non-availability of the Electronic Medium during maintenance operations or any unplanned suspension of access to the Electronic Medium that may occur due to technical reasons or for any other reason. You understand and agree that any material or data downloaded or otherwise obtained through the Electronic Medium is done entirely at Your own discretion

and risk and You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data. The use of our Electronic Medium is at your sole risk and you assume full responsibility for any costs associated with your use of our Electronic Medium.

- 12.3 You shall notify animesh.pandey@jcb.com of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or of any unauthorized or infringing material.
- 12.4 JCBI makes reasonable efforts to place accurate, current content on this Electronic Medium. However, JCBI makes no warranties; or representations as to its accuracy and assumes no liability or responsibility for any errors or omissions in the Electronic Medium content.
- 12.5 In no event shall JCBI be liable for any direct, indirect, punitive, incidental, special or consequential damages or for any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the User's access to, or use of, the Electronic Medium or the content thereon, the use or performance of the sites/services for interrupted communications, delay, lost data or lost profits arising out of or in connection with these T&Cs, even if JCBI has been advised of the possibility of damages, or inability to use the Electronic Medium or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Electronic Medium, or otherwise arising out of the use of the Electronic Medium, whether based on contract, tort, negligence, strict liability or otherwise, even if JCBI have been advised of the possibility of damages. JCBI does not endorse in anyway any advertisers/ content of advertisers on its webpages.
- 12.6 Without prejudice to anything contained in this T&C, in no event, shall the cumulative liability of JCBI for any and all claims arising out of the use of JCBI Online Services or the Electronic Medium exceed the amount paid by you, if any, for accessing the Electronic Medium.

13. COMMUNICATION:

- 23.1 You agree to our use of: (a) electronic means to communicate with You; and (b) electronic records to store information related to these T&Cs or use of JCBI Online Services. When You use JCBI Online Services, You agree and understand that You are communicating with JCBI through electronic records and You consent to receive communications via electronic records periodically and as and when required. JCBI may communicate with You by email or any other mode of communication, electronic or otherwise.

14. RELATIONSHIP:

- 24.1 It is understood that the parties to these Terms and Conditions have confirmed their acceptance of the Terms and Conditions on a principal-to-principal basis. These Terms and Conditions do not purport to create any agency, partnership or joint venture or any other similar relationship between the parties.

15. AMENDMENT:

- 15.1 We reserve the right, at our sole discretion, to change, modify, add or remove portions of these T&Cs at any time without any prior written notice to You. You shall be responsible for reviewing

these T&Cs periodically for updates/changes and should visit this page prior to using the Electronic Medium to determine the current T&Cs to which You are bound. Your continued use of the Electronic Medium, following the posting of changes will mean that You accept and agree to the revisions. By impliedly or expressly accepting these T&Cs, You also accept and agree to be bound by the Electronic Medium policies including but not limited to Privacy Policy as amended from time to time.

15.2 We reserve the right to change, suspend, or discontinue the Electronic Medium (including, but not limited to, the availability of any feature, database, services or content) or any part thereof, at any time for any reason. We may also impose limits on certain features and services or restrict Your access to parts or all of the Electronic Medium without notice or liability.

16. INTEGRATION CLAUSE:

16.1 These T&Cs constitute the terms and conditions for use of the Electronic Medium and the JCBI Online Services, and supersedes any prior agreements, understandings, representations and quotations with respect thereto.

17. WAIVER:

17.1 The Customer agrees that the failure by JCBI at any time to enforce or to insist upon strict compliance by You with these T&Cs or to exercise any right accruing from any default on Your part shall not be construed to be a waiver of such provisions nor in any way affect the validity of these Terms and Conditions or any part thereof or the right of JCBI to enforce thereafter any such provision. Any express waiver by JCBI of any breach by You of these T&Cs shall not be construed as a waiver of any other existing or future breach.

18. DISPUTES

18.1 If any dispute arises between the JCB and You pertaining to terms of agreement between, such dispute will be attempted to be settled amicably.

19. JURISDICTION:

30.1 These T&Cs shall be governed by and constructed in accordance with the laws of India and disputes arising in relation hereto (i.e. pertaining to the T&C, the Electronic Medium and/or involving JCBI as a party) shall be subject to the exclusive jurisdiction of courts, tribunals, forum, applicable authorities at New Delhi.

BY STAYING AND FURTHER ACCESSING THE ELECTRONIC MEDIUM, YOU AGREE THAT YOU HAVE READ THESE TERMS AND CONDITIONS IN FULL AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.