



## **Disclaimer**

### DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

a. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Arcil expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

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c. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

d. A small percentage of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer screen or while using the service. Certain conditions may induce previously undetected epileptic symptoms even in users who have no history of prior seizures or epilepsy. If you, or anyone in your family, have an epileptic condition, consult your physician prior to using the service. Immediately discontinue use of the service and consult your physician if you experience any of the following symptoms while using the service dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

#### 1. Limitation Of Liability:

You expressly understand and agree that Arcil shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible

losses (even if Arcil has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

## 2. Exclusions And Limitations:

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 17 and 18 may not apply to you.

## 3. Special Admonition For Services Relating To Financial Matters:

For this type of information particularly, the phrase "let the investor beware" is apt. The service is provided for informational purposes only, and no content included in the service is intended for trading or investing purposes. Arcil and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

## 4. No Third Party Beneficiaries:

You agree that, except as otherwise expressly provided in this disclaimer, there shall be no third party beneficiaries to this agreement.

## 5. Notice:

Arcil may provide you with notices, including those regarding changes to the disclaimer, by either email, regular mail, or postings on the service.

## 6. Trademark Information:

Arcil logo, Arcil Vision, corporate Arcil trademarks and service marks and other Arcil logos and product and service names are trademarks of Arcil (the "Arcil Marks"). Without Arcil's prior permission, you agree not to display or use in any manner, the Arcil Marks.

## 7. Notice And Procedure For Making Claims Of Copyright Or Intellectual Property Infringement:

Arcil respects the intellectual property of others, and we ask our users to do the same. Arcil may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that

your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Arcil's Copyright Agent the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the site;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Arcil's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

"The Ruby", 10th Floor, Senapati Bapat Marg, Dadar (West), Mumbai - 400 028.

By phone:

+91 22 66581300

By fax:

+91 22 66581313/14

By email:

contact@arcil.co.in

8. General Information:

Entire Agreement: The disclaimer constitute the entire agreement between you and Arcil and govern your use of the Service, superceding any prior agreements between you and Arcil. You also may be subject to additional terms and conditions that may

apply when you use or purchase certain other Arcil services, affiliate services, third-party content or third -party software.

**Choice of Law and Forum:** The disclaimer and the relationship between you and Arcil shall be governed by the laws of Indian Penal Code without regard to its conflict of law provisions. You and Arcil agree to submit to the personal and exclusive jurisdiction of the courts located within the county of India.

**Waiver and Severability of Terms:** The failure of Arcil to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

**No Right of Survivorship and Non-Transferability:** You agree that your Arcil account is non-transferable and any rights to your Arcil I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

**Statute of Limitations:** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the disclaimer are for convenience only and have no legal or contractual effect.

#### 9. Violations:

Please report any violations of the disclaimer to our Customer Care group