



## **Terms and Conditions for Arcil and the website**

### **1. Acceptance Of Terms:**

Welcome to Arcil. Arcil provides its service to you, subject to the following Terms & Conditions ("TC"), which may be updated by us from time to time without notice to you. In addition, when using particular Arcil services, you and Arcil shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TC. Arcil may also offer other services that are governed by different Terms of Service.

### **2. Description Of Service:**

Arcil currently provides users with access to a rich collection of resources, including, content and branded programming through its network of properties. You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Arcil to provide the Service. You also understand and agree that the service may include certain communications from Arcil, such as service announcements, administrative messages and the Arcil Newsletter, and that these communications are considered part of Arcil membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Arcil properties, shall be subject to the TC. You understand and agree that the Service is provided "AS-IS" and that Arcil assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **3. Your Registration Obligations:**

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of India or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Arcil has reasonable grounds to

suspect that such information is untrue, inaccurate, not current or incomplete, Arcil has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Services and/or Content (as defined in Section 6 below) are appropriate for your child.

#### **4. Arcil Privacy Policy:**

Registration Data and certain other information about you is subject to our Privacy Policy.

#### **5. Member Account, Password And Security:**

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Arcil of any unauthorized 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. Arcil cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a Arcil official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose

h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the RBI, any rules of any national or other securities exchange, including, without limitation, the Bombay Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

l. "stalk" or otherwise harass another; or

m. collect or store personal data about other users.

You acknowledge that Arcil may not pre-screen Content, but that Arcil and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, Arcil and its designees shall have the right to remove any Content that violates the TC or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Arcil or submitted to Arcil, including without limitation information in Arcil Message Boards, and in all other parts of the Service.

You acknowledge, consent and agree that Arcil may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TC; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Arcil, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by Arcil and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the

Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

#### **6. Special Admonitions For International Use:**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from India or the country in which you reside.

#### **7. Content Submitted Or Made Available For Inclusion On The Service:**

Arcil does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Arcil the following world-wide, royalty free and non-exclusive license(s), as applicable:

With respect to Content you submit or make available for inclusion on publicly accessible areas of Arcil Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific Arcil Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Arcil removes such Content from the Service. With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible area of the Service other than Arcil Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Arcil removes such Content from the Service.

With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than Arcil Groups, the perpetual, irrevocable and fully sublicensable license to

use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas of the Arcil network of properties that are intended by Arcil to be available to the general public.

## **8. Indemnity**

You agree to indemnify and hold Arcil, and its subsidiaries, affiliates, officers, agents, cobranders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TC, or your violation of any rights of another.

## **9. General Practices Regarding Use And Storage:**

You acknowledge that Arcil reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Arcil reserves the right to modify these general practices and limits from time to time.

## **10. Modifications To Service:**

Arcil reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Arcil shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **11. Termination:**

You agree that Arcil may, under certain circumstances and without prior notice, immediately terminate your Arcil account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TC or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods of inactivity.

## **12. Dealing With Advertisers:**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Arcil shall not be responsible or liable for any loss or

damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

### **13. Links:**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Arcil has no control over such sites and resources, you acknowledge and agree that Arcil is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Arcil shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

### **14. Arcil's Proprietary Rights:**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Arcil or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Arcil grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Arcil for use in accessing the Service.