



## Terms Of Use

These Terms of Use apply to the website located at [www.griin.in](http://www.griin.in) (the "Site") for all of the products and/or services ("Services") provided by Netsurf Research Labs Private Limited and its affiliates, sister concerns, group companies, etc. ("Company"), having its registered office at SR. NO. 107 Emirus BLDG. E 5<sup>TH</sup> Floor, Baner Pune 411045 MH 411045.

By accessing or using the Site you are deemed to have accepted and to be bound by the Terms of Use set forth below. If you do not agree with these Terms of Use please do not use this Site.

If you are accessing or using the Site on behalf of an entity, such as the company you work for, you represent to the Company that you have the legal authority to bind that entity to Company's Terms of Use.

Company reserves the right, in its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes.

### 1. OWNERSHIP / RESTRICTIONS ON USE

Any and all content, data, graphics, photographs, images, audio, video, software, systems, processes, source code, trademarks, service marks, trade names and other information including, without limitation, the layout and appearance of the Site (collectively, the "Content") contained in this Site are proprietary to Company, its affiliates and/or third-party licensors. You may not modify, copy, reproduce, publish, post, transmit, distribute, display, perform or create derivative works from, transfer or sell any Content without the express prior written consent of Company.

### 2. COMPLIANCE WITH THE LAW

a) Company's Services may be utilized only for lawful purposes. You acknowledge to have the legal rights and lawful authorization to the materials you are transmitting, hosting and/or submitting to us for such purposes as agreed.

b) You are responsible for understanding the regulatory requirements applicable to your business or organization and for selecting and using Services that are appropriate for your business or organization in order for you to comply with the applicable requirements.

c) You may not use the Site or any Content for any purpose that is unlawful or prohibited by

these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Company or others

### **3. DISCLAIMERS**

a) You acknowledge that Company makes no warranties of any kind, express or implied, for Company's Services, including warranty of merchantability or fitness of Services for a particular purpose or use. As a result, you agree that Company shall not be liable to you or any third parties for any claims or damages which may be suffered by you or your customers or third parties, including, but not limited to, losses or damages of any and every nature, resulting from any error(s), delays, system outages, missing functionalities and/or features and/or software, the loss of data and/or your customer's data and/or loss of information and/or confidential information, amount of traffic or visits to your site, changes in browser and/or server software which may cause the Website to be outdated, inability to access the Internet, and/or inability to transmit or receive information.

b) You agree to indemnify and hold the Company harmless from any and all claims of whatever nature brought by you against the Company related to any products and/or services provided to you by the Company.

c) Company reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

### **4. INTELLECTUAL PROPERTY**

Except for the rights of use and other rights expressly granted herein, no other rights are granted to you nor shall any obligation be implied requiring the grant of further rights.

Unless otherwise stated, copyright and all intellectual property rights in all material presented on the site (including but not limited to text, audio, video or graphical images), trademarks and logos appearing on this site are the property of Company and are protected under applicable Indian laws. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of Company; or remove, conceal or obliterate any copyright or other proprietary notice or any credit-line or date-line on other mark or source identifier included on the Site / Service, including without limitation, the size, color, location or style of all proprietary marks. Any infringement shall be vigorously defended and pursued to the fullest extent permitted by law.

### **5. CONFIDENTIALITY**

You will not disclose Company's provided information including but not limited to: Company's provided quote, functional specifications, processes, development technology and approaches, with any person or third party without prior written consent of the Company.

## **6. LIMITATION OF LIABILITY**

In no event will the Company be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages arising out of (I) the use of or inability to use the Site, the Services, or the Content, (II) any transaction conducted through or facilitated by the Site, (III) any claim attributable to errors, omissions, or other inaccuracies in the Site, the Services and/or the Content, (IV) unauthorized access to or alteration of your transmissions or data, or (V) any other matter relating to the Site, the Services, or the Content, even if the Company has been advised of the possibility of such damages. If you are dissatisfied with the Site, the Services, the Content, or with the Terms of Use, your sole and exclusive remedy is to discontinue using the site.

## **7. INDEMNITY**

You agree to indemnify and hold Company, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Company by any third party due to or arising out of or in connection with your use of the Site.

## **8. DISPUTES**

You agree that in the event a dispute arises concerning Company's Services, that such dispute shall be resolved via an arbitration process. Unless the parties specifically agree otherwise in writing, such arbitration shall be settled by binding arbitration in accordance with the Arbitration Act, 1996 and Rules thereof. You agree that all arbitration proceedings will be conducted in Pune, India. You further agree that any interim or preliminary relief sought shall be brought in a court of competent jurisdiction in Pune, India.

## **9. PRIVACY**

The Company respects your right to privacy of your personal information. Please review our Privacy Policy for details on the manner in which we collect, use, disclose and otherwise manage your personal information.

## **10. VIOLATION OF THESE TERMS OF USE**

You agree that the Company may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Company, for which monetary damages would be inadequate, and you consent to Company obtaining any injunctive or equitable relief that the Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the Company may have at law or in equity.

You agree that the Company may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If the Company does take any legal action against you as a result of your violation of these Terms of Use, the Company will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company. You agree that the Company will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

## **11. CONTACT US**

If you have any questions or concerns regarding these terms of use, you should contact us at 020 6711 1212.