

# CLEARCORP DEALING SYSTEMS INDIA LIMITED

## TERMS OF USE

### *1. Introduction*

These 'Terms of Use' defines the scope of the use of the website of Clearcorp Dealing Systems India Limited ("Clearcorp"), "**Clearcorp.co.in**", (hereinafter referred to as the "Website"). The users of the content and services of the Website are subject to the terms and conditions as laid out in these Terms of Use. By accessing the Website, either directly or through a hyperlink, the user agrees to be bound by the terms and conditions laid out in these Terms of Use.

### *2. Definitions:*

*2.1.Content:* means all figures, statistics, data etc. made available on the Website by Clearcorp.

*2.2.Force Majeure:* Shall include without any limitation any natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions, avalanche, blizzard, earthquake, explosions or fires arising from lightning, act of God, or act of Government of India or any concerned State Government, acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, pandemic, epidemic, lockdowns, terrorist attacks or rebellion, strikes or labour disputes, or any other cause beyond reasonable control of Clearcorp.

*2.3.Information:* means Personal Information that may be collected from Users by Clearcorp in accordance with the applicable laws and Privacy Policy of Clearcorp as amended from time to time.

*2.4.Owners:* Referred to as 'Us', 'We', 'Our' represents the creator, operator and publisher of the Website, Clearcorp and also include all employees of Clearcorp.

*2.5.Parties:* The parties (Owners and Users) to these terms and conditions under Terms of Use shall be collectively referred to as Parties.

*2.6.Privacy Policy:* means the Privacy Policy of Clearcorp as amended from time to time.

*2.7.Users:* Referred to as 'You', 'Your', 'User' represents the users (User(s)) of the Website in terms of its contents and services.

*2.8.User Identifier:* means the credentials of the User by which the User is accessing certain sections of the Website and is identifiable by Clearcorp.

*2.9.Website:* All references to the Website shall be to the domain **www.Clearcorp.co.in**.

### **3. Assent and Acceptance:**

- 3.1. By accessing/visiting/using the Website, the User warrants that the User has reviewed the Terms of Use of the Website and agrees to be bound by it. However, certain sections of the Website may have different terms and conditions from these Terms of Use and they shall gain precedence over these Terms of Use of the Website.
- 3.2. The Website may use cookies and by agreeing to the Terms of Use, the User provides consent to the use of cookies in accordance with the terms of Clearcorp's
- 3.3. The User represents and warrants that the User is at least 18 years of age. Clearcorp shall not be responsible for misrepresentation of age by the User. By using the Website, the User acknowledges that the User has the authority, and capacity to use the Website.

### **4. Use of the Website:**

- 4.1. The User shall not directly or indirectly download/modify/alter/change/vary /transform /revise /translate/copy/publish/distribute or otherwise disseminates any Content available on the Website for any commercial uses, except with the express written consent of Clearcorp.
- 4.2. The User of the Website may be required to register for access to specific sections of the Website. This may require the User to share their Information (e.g. name, email address, date of birth, address, gender and phone number etc.)
- 4.3. After registration, the User may be given access to the specific section(s) of the Website via User Identifier and password based authentication.
- 4.4. Any Information provided by the User may be used for relevant purpose(s) for which the Information is collected.
- 4.5. The User shall be responsible for maintaining the safety, security of their User Identifier and apprising Clearcorp through mail of any changes or compromise to the same.
- 4.6. Providing inaccurate/false Information or using the Website services or Content for unlawful activities shall result in immediate termination from the use of the Website.
- 4.7. The User shall not use the Website for any purpose which is unlawful, or prohibited under any applicable law for the time being in force. The User shall refrain from use of

the Website in any manner that could damage, disable, or impair the Website or interfere with any other party's use of the Website.

4.8. The User shall not conduct any systematic or automated data collection activities which include but are not limited to scrapping, data mining, data extraction and data harvesting on or in relation to the Website.

4.9. The User shall not use the Website to transmit or send unsolicited commercial communications. The User shall not use the Website for any purposes related to marketing without express permission of Clearcorp.

4.10. Clearcorp reserves the right to refuse service, terminate User accounts or remove or edit Content on the Website at its sole discretion. Clearcorp also reserves the right to deny access of the Website in the event of violation of the Terms of Use.

4.11. Clearcorp, at its sole discretion may monitor the Users' access to the Website. Any kind of unauthorized access of the Website by the User shall result in immediate termination of the User's account and may also be subject to legal action.

4.12. Clearcorp reserves the right to disclose Information and/or activities of a User on the Website, without User's prior permission, in accordance with applicable laws. If the User is dissatisfied with any portion of the Website, or with any of these Terms of Use, the User's sole and exclusive remedy is to discontinue the usage of the Website.

## 5. ***Intellectual Property:***

5.1. Any and all Content(s) available on the Website is the exclusive property of Clearcorp or permitted under applicable law(s), including all copyright, patent, trademarks, and other intellectual property.

5.2. Any Content that is not available in a downloadable form on the Website shall not be copied, web-scraped, modified, reproduced, uploaded, disseminated, hyperlinked, stored, broadcasted, transmitted, displayed or used in any form.

5.3. The User agrees not to use the logo, or any other proprietary Content of Clearcorp, or remove/ conceal/obliterate any material or other proprietary material including but not limited to the size, colour or style of all proprietary material present on the Website.

## **6. *Hyperlinking Policy:***

- 6.1. The Website may contain links to third-party websites and access to content, products and services from third-parties.
- 6.2. The third-party websites are not under Clearcorp's control and Clearcorp shall not be responsible for the contents present on these third-party websites, including but not limited to any change/update or any other link present on these third-party websites.
- 6.3. By using third-party links on the Website, the User may leave the Website, and be directed to an external website(s) maintained by an entity other than Clearcorp. In such cases, the User shall be responsible to take appropriate protective measures to guard against viruses, malwares etc. Clearcorp is providing these links for Users' convenience, and inclusion of any third-party link does not imply endorsement by Clearcorp of the third-party website.

## **7. *Warranties & Liability Disclaimer:***

- 7.1. The Content provided on the Website is provided on an 'as is' and 'as available' basis. Every effort has been made by Clearcorp to ensure that the Content appearing on the Website is correct. However, Clearcorp makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the Content contained on the Website for any purpose.
- 7.2. Any error, omission, inaccuracy of Content on the Website will be corrected by Clearcorp on a best effort basis.
- 7.3. Clearcorp does not warrant that the Website will operate error-free or that the Website and its server are free of computer viruses or are immune to any cyber-attack. Clearcorp shall not be liable for any direct, indirect, punitive, incidental, special, consequential damage(s) or any other kind of damage(s) including but not limited to damage for loss of use of data or profits, arising out of or in any way connected to the use or performance of the Website, delay or inability to use the Website or related services, the provision of or failure to provide services, or for any Content, software, products, services and related graphics obtained through the Website or otherwise arising out of the use of the Website, whether based on the contract, tort, negligence, strict liability or otherwise, even if Clearcorp has been advised of the possibility of damages.

7.4. Clearcorp shall not be liable if any transaction does not fructify or may not be completed or for any failure on the part of the Clearcorp, to perform any of its obligations under these Terms of Use if the performance is prevented, hindered or delayed by a Force Majeure event. In such cases, Clearcorp's obligation shall be suspended for so long as the Force Majeure event continues to be in effect.

#### **8. Privacy Policy:**

By using the Website, the User is bound by the Privacy Policy of Clearcorp (<https://Clearcorp.co.in/documents/d/Clearcorp/privacy-policy>).

By way of registration, on specific sections of the Website, CLEARCORP will have access to the Information of the User. CLEARCORP may send emails to the User, based on the preferences made by the User, at the time of registration. The User has an option to change their preferences through their User Profile page or opt-out from receiving mails by clicking on the link provided at the bottom of the said mail.

#### **9. Indemnification:**

- 9.1. The User agrees to indemnify and hold Clearcorp, its subsidiaries, employees, officers, harmless from any claim, demand, or damage, including attorney fees, asserted by any third-party due to or arising out of improper use or conduct of the User.
- 9.2. The User agrees to indemnify and hold Clearcorp and its subsidiaries harmless from any damage, loss arising due to unauthorised use or infringement of intellectual property of Clearcorp.

#### **10. Applicable Laws:**

- 10.1. The User hereby consents to the exclusive jurisdiction and venue of courts in Mumbai, India in all disputes arising out of or relating to the use of the Website.
- 10.2. In case, any part or clause of this Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, the unenforceable and/ or unlawful part shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue to be in effect.

These Terms of Use supersedes all prior communications and proposals, whether electronic, oral or written, between the User and Clearcorp in connection to the Website.

- 10.3. Failure or delay by Clearcorp, if any, in exercising any right or privilege under the Terms of Use shall not operate as a waiver of it, nor shall any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under the Terms of Use.

## ***11. Amendments***

Clearcorp may change, modify or discontinue any aspect of the Website at any time, including its Content or features. Clearcorp reserves the right to change, modify or discontinue these Terms of Use without any prior notice to the Users.