

# Website Terms of Use

## INTRODUCTION

These terms and conditions of use (the “Terms of Use”) govern your use of our website and mobile applications (the “Platform”).

The Platform is operated by Mandar Gogate of Consult Mandar (we, our, us), an entity or person having office at C-3 /201 Satellite Classic CHS Ltd, Caves Road, Jogeshwari East, Mumbai 400060.

These Terms of Use also apply to interactive features, widgets, mobile applications, content or downloads that are owned or controlled by us, are available through the Platform or that interact with the Platform and post these Terms of Use. These Terms of Use do not apply to any other website or any offline activities by us (unless specifically stated). By using the Platform, you agree that we may change, alter, or modify the settings or configurations on your device or computer used to access the Platform in order to allow for us to optimize your use of the Platform.

In addition, please review the Platform’s Privacy Policy and Cookie Policy (“Related Policies”), which explains our information collection practices, such as the types of information we collect regarding visitors to the Platform and how we may use that information. Please read these Terms of Use carefully before using the Platform as by using the Platform you agree to these Terms of Use and Related Policies. If you do not agree to these Terms of Use, then you are not authorised to continue use of the Platform.

We recommend that you print a copy of these terms for future reference.

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## GENERAL

### 1. What Is The Purpose of the Platform?

We have created this Platform to provide you with information about the products and services we offer and the industries in which we operate.

## **2. What Are Your Obligations?**

2.1. You:

(a) shall ensure that your use of the Platform and Material (as defined below) is in accordance with the these Terms of Use;

(b) must not use the Platform:

(i) for any unlawful purpose whatsoever, including fraud or terrorism;

(ii) in any way which is abusive, harmful, threatening or defamatory or any other way that may cause offence (including uploading pornographic, obscene or indecent material onto the Platform or any material that otherwise contains a virus or other malicious code);

(iii) in any way which breaches or could potentially breach a legal duty to a third party (including a duty of confidentiality) or which infringes or could potentially infringe a person's right to privacy;

(iv) in any way which promotes discrimination or is likely to incite hatred;

(v) by misusing our information or content on the Platform without the necessary rights in conjunction with any commercial purpose; or

(vi) in any way which may infringe the intellectual property rights of third parties or which promotes any unlawful act.

2.2. Whenever you make use of a feature that allows you to upload content or comments to the Platform, you must comply with these Terms of Use.

2.3. We may delete, remove or refuse to publish any content or comments that has been uploaded in breach of these Terms of Use.

2.4. Although strictly prohibited, content may be displayed on the Platform which is unlawful or offensive. If you become aware of this you agree to contact us without delay.

## **3. What Intellectual Property Rights Exist In The Platform?**

3.1. We are the owner or the licensee of all intellectual property rights in our Platform, and in the material published on it (such as images, photographs, illustrations, icons, texts, video clips, written information and other materials) (“Material”). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may download one computer copy or print one copy of the material on this Platform for your personal use provided that proprietary notices such as copyright© or trade mark™ are neither modified, nor deleted or changed and you may draw the attention of others within your organisation to content posted on our Platform.

3.2. You are not authorised to sell modify, display, publicly perform, report or otherwise prepare or use any derivative or second hand works based on Material in any way. You must not use any part of the content on our Platform and Material for commercial purposes without obtaining a licence to do so from us or our licensors.

Furthermore, the Material may not be displayed or communicated on any other website, in

a networked computer environment or other digital support for any purpose whatsoever without our prior consent. In the event of breach of any of these Terms of Use, your permission to use Material will automatically terminate and any copies made of Material must be immediately destroyed.

3.3. Any communication or material that you post on the Platform, excluding personally identifiable data about yourself, including, but not limited to, any data, questions or answers, comments, suggestions, or the like (“User Content”) will be treated as non-confidential and non-proprietary by us. By sending communications to us, you automatically grant us a royalty-free, perpetual, irrevocable non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display such User Content alone, or as a part of other works in any form, media, or technology whether now known of or hereafter developed and to sublicense such rights to anyone. Anything you transmit may be used by us and our affiliated companies for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting, or developing, manufacturing and marketing products using such information.

3.4. To the extent permitted by law, you waive your moral rights (the right to be identified as author or to object to derogatory treatment) in any content or comments that you transmit to us to be uploaded to the Platform.

#### **4. What If You Make Purchases Through The Platform?**

Any services or products that you purchase through the Platform will be subject to additional Terms and Conditions provided to you.

#### **5. What About Linking To The Platform?**

5.1. We grant you the revocable permission to link to the Platform; provided, however, that your website, or any third party websites that link to the Platform: (a) must not imply that we or the Platform are endorsing or sponsoring it or its products or services, unless we has given its prior written consent; (b) must not present false information about, or disparage, tarnish, or otherwise, in our sole opinion, harm us or its products or services; (c) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in our sole opinion); and (d) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms of Use.

5.2. By linking to the Platform, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms of Use, we reserve the right to prohibit linking to the Platform for any reason, in our sole and absolute discretion, even if the linking complies with the requirements described above.

#### **6. What About Links From The Platform?**

6.1. The Platform may contain links to or from third party websites (“Linked Websites”), including websites operated by third parties who may have business relationships with us. We may have no control over the content, operations, policies, terms, or other elements of Linked Websites, and we do not assume any obligation to review any Linked Websites. We do not endorse, approve, or sponsor any Linked Websites, or any third party content, advertising, information, materials, products, services, or other items. Furthermore, we are

not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Linked Websites.

6.2. Any activities you undertake in connection with any of the Linked Websites are subject to the privacy and other policies, terms and conditions of use, and rules issued by the operator of the Linked Websites. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Platform (including on or via Linked Websites) are solely between you and the third party and to the maximum extent permitted by law we disclaim all liability in connection therewith.

## **7. When Can We Suspend Or Terminate Your Access?**

7.1 Our Platform is made available free of charge.

7.2 We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons.

7.3 You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms of Use and other Related Policies, and that they comply with them.

## **8. What Are The Relevant Warranties And Disclaimers?**

8.1. The Platform and Material is provided on an 'AS IS' basis and:

(a) you acknowledge that the Platform may not be free of bugs or errors and agree that the existence of minor bugs or errors shall not constitute a breach of these Terms of Use;

(b) you remain responsible for your own hardware, content and any other data uploaded onto the Platform and you remain solely responsible for making back-ups to protect your content and any other data contained on your account;

(c) The content on our Platform and Material is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform and Material; and

(d) Although we make reasonable efforts to update the information on our Platform and Material, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

## **9. What About Liabilities And Indemnities?**

9.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

9.2 To the extent permitted by law, we exclude all implied conditions, warranties, representations or other terms that may apply to our Platform or any content on it.

9.3 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Platform; or
- use of or reliance on any content displayed on our Platform.

## **10. How Do The Terms of Use Interact With Our Information Collection Techniques?**

Our information collection practices on the Platform, such as the types of information we collect regarding visitors to the Platform and the ways in which we may use that information shall be governed by the terms of our [Privacy Policy](#) and/or [Cookie Policy](#).

## **11. What Is The Jurisdiction And Applicable law?**

11.1 These Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Indian law.

11.2 The parties agree that the courts of India shall have non-exclusive jurisdiction.

## **12. Are There Any Other General Provisions You Should Be Aware Of?**

12.1. Unless otherwise specified, the information and Materials in the Platform are presented solely for the purpose of promoting us and our products and services. We make no representation that the Material is appropriate or available for use in every country of the world. You use this Platform at your own risk and are responsible for compliance with applicable local laws, keeping in mind that access to Material may not be legal by certain persons or in certain countries. Our products and services are available in many parts of the world. However, this Platform may describe products and services that are not available worldwide.

12.2 The failure to exercise, or delay in exercising, a right, power or remedy provided by these Terms of Use or by law shall not constitute a waiver of that right, power or remedy.

12.3 If any provision, or part of a provision, of these Terms of Use, is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these Terms of Use, and the legality, validity or enforceability of the remainder of the provisions of these Terms of Use shall not be affected, unless otherwise required by operation of applicable law.

12.4 These Terms of Use represent an agreement between you as user of the Platform and us as service provider, and no other person can enforce any of its provisions.

12.5 These Terms of Use and the Related Policies constitute the entire agreement between you and us in relation to the use of the Platform, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

## **13. What About Changes To The Terms of Use?**

We reserve the right to modify or add to these Terms of Use at any time without prior notice (“Updated Terms of Use”). Every time you wish to use our Platform, please check these terms to ensure you understand the terms that apply at that time.

**14. What About Contacting Us For Information Or To Make A Complaint?**

If you would like to contact us for any further information or to make a complaint, please send an email to [ca.mandargogate@gmail.com](mailto:ca.mandargogate@gmail.com).