

## TERMS AND CONDITIONS OF SERVICE AND USE

### 1. GENERAL

**M/s. CeraTattva InnoTech Private Limited**, a Company registered under the Indian Companies Act, 2013, and having its registered office at **No.1FA, First Floor, Kanagam Road, Taramani, Adayar, Chennai, Tamil Nadu, India 600113**, hereinafter referred to as the **“Company”** (where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns).

The Company ensures steady commitment to your usage of the Platform and privacy with regard to the protection of your invaluable information. This document contains information about the Website **www.ceratattva.com** hereinafter referred to as the **“Platform”**).

### 2. DEFINITION

For the purpose of these Terms of Use (**“Terms”**), wherever the context so requires,

- i. **“We”**, **“Our”**, and **“Us”** shall mean and refer to the Platform and/or the Company, as the context so requires.
- ii. **“User”** shall mean and refer to natural and legal individuals who use the Platform and who is of sound mind and competent to make sound and informed decisions.
- iii. **“Services”** or **“Products”** shall refer to the services or products provided by the Company using the Company’s Platform.
- iv. **“Third Parties”** refer to any Application, Company, legal entity or individual apart from the User and the Company.
- v. The term **“Platform”** refers to the Website which provides information regarding the products manufactured and services rendered by the Company.
- vi. The term **“minor”** shall mean and include a person who has not completed the age of eighteen years.

### 3. GENERAL TERMS

- i. The headings of each section in these Terms are only for the purpose of organizing the

various provisions under these Terms in an orderly manner and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.

- ii. The use of this Platform by the Users is solely governed by these Terms of Use and the Privacy Policy, and any modifications or amendments made thereto by the Company, from time to time, at its sole discretion. If you continue to access and use this Platform, you are agreeing to comply with and be bound by the following Terms and Conditions of Use and other Policies mentioned above. The User expressly agrees and acknowledges that these Terms of Use and other Policies are co-terminus in nature and that expiry/termination of either one will lead to the termination of the other.
- iii. The User unequivocally agrees that these Terms and the aforementioned Policy constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Platform, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User and that the User's act of visiting any part of the Platform constitutes the User's full and final acceptance of these Terms and the aforementioned Policy.
- iv. The Company reserves the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. If the User does not adhere to the changes, they must stop using the Services at once. Their continuous use of the Services will signify your acceptance of the changed terms.

#### **4. SERVICE OVERVIEW**

The platform is used by the Company as a promotional and marketing tool for the projects in which the Company is involved or will be involved in the future. The Platform shall have various content including but not limited to the following:

- i. Product and Service specification offered by the Company.

- ii. Profile and Contact information of select members of the Company
- iii. A contact us form where prospective clients can enter their personal details and queries.
- iv. Job Application Portal and Job Vacancies at the Company.
- v. Updates related to business growth, business collaborations/partnerships, investment, funding, grant, recruiting, customers, products, services, awards and recognitions.

The Company is involved in the business of providing specialized and proprietary preceramic precursors, polymers, ceramic products and solutions for diverse array of applications covering key strategic sector of energy, automobile, aerospace and defence.

If a User wishes to avail of any of the services or products provided by the Company, and if the Company and the User mutually agree on it, the terms and conditions of such services shall be governed by the subsequent agreement signed by the Parties.

## **5. REGISTRATION**

The platform is used for the purpose of marketing and business tool for the products and services provided by the Company. Therefore, all the content and features available on the platform is free to the Users without any registration or divulging any information. If the User wishes to contact the Company in relation to the products or services they offer, they may do so by filling the Contact form with their Name, E-mail address and Mobile Number. Users may also apply for jobs on the Platform for any vacancy in the Company. The Users may do so by registering their email address and submitting their resumes/Curriculum Vitae.

## **6. ELIGIBILITY**

- a. The User has to be of sound mind and must be capable of making informed decisions after referring to the Website.
- b. In the event of a minor accessing the Website, it would be the responsibility of his immediate guardian to monitor the minor's use, the platform or the Company will not be liable for any consequences.

## **7. CONTENT**

- i. All the Content displayed including but not limited to illustrations, diagrams, videos, one-liners, solutions, design, software codes, plugins, and photographs on the Platform is created by the Company and is subject to copyright and shall not be reused by any party (or a third party) without the prior written consent of the Company and the copyright

owner.

- ii. The Company may use or incorporate third party tools and services in a collaborative manner to deliver the final result. Hence, all content displayed or placed, including but not limited to illustrations, diagrams, videos, one-liners, solutions, design, software codes, plugins, and photographs on the platform on behalf of any third party shall be subject to such third party's copyright and shall not be reused by any party without the prior written consent of the Company and the copyright owner.
- iii. The Users have a personal, non-exclusive, non-transferable, revocable, limited privilege to access the content on the Platform. The User shall not copy, adapt, and modify any content without written permission from the Company

## **8. INDEMNITY**

The Users undertake to indemnify the Platform and keep it indemnified against all proceedings, claims, expenses, and liabilities whatsoever which may be taken or made against or incurred by the Platform or by reasons of the premises for any comments, feedback or any other form of content created by them, which has been published by the Company on the Platform.

## **9. TERM & TERMINATION**

- i. These Terms shall continue to form a valid and binding contract between the Parties and shall continue to be in full force and effect until the User continues to access the Platform.
- ii. The Company may terminate these Terms without notice and/or suspend or terminate a User's access to the Platform at any time and for any reason, if any discrepancy or legal issue arises.
- iii. Such suspension or termination shall not limit the Company's right to take any other action against the User that the Company considers appropriate.
- iv. It is also hereby declared that the Company may discontinue the Products and Services on the Platform without any prior notice.

- v. The Company and its members reserve the right, in its sole discretion, to unilaterally terminate the User's access to the Platform, or any portion thereof, at any time, without notice or cause.

## **8. COMMUNICATION**

- i. By using this Platform, and providing their identity and contact information to the Company through the Platform, the User hereby agrees and consents to receive calls, e-mails, SMS or any other modes of communication from the Company or any of its representatives at any time.
- ii. Users can report to the Company any grievances or suggestions that they have through e-mail, if they find any discrepancy with regard to the information generated on the Platform, the Company will take necessary action after an investigation. The response with resolution (if any issues are found) shall be dependent on the time that is taken for investigation.

## **9. USER OBLIGATIONS AND FORMAL UNDERTAKINGS AS TO CONDUCT**

The User agrees and acknowledges that they are a restricted user of this Platform and that they:

- i. authorize the Platform to use, store or otherwise process certain personal information and all published content, reviews and ratings, comments and feedback for personalization of services, marketing, and promotional purposes and for optimization of User-related options and Services.
- ii. agree not to access (or attempt to access) the Platform and/or the materials by any means other than through the interface provided by the Platform.
- iii. expressly agree and acknowledge that the Content displayed on the Platform is for purpose of reference only. Under no circumstance shall the User construe the same as expert/ professional advice. The User may, however, report any offensive or objectionable content, which the Company may then remove from the Platform, at its sole discretion.
- iv. expressly agrees to make good any losses suffered by the Company or platform which results as a consequence of any act committed by the User including but not limited to acts of fraud, misrepresentation of information provided on the Company as expert

- advice or posting slanderous or libelous content in the form of comments or feedback.
- v. accepts all risk of using the forum and content on the forum. As far as the law allows, the Company and its affiliates provide the forum as is, without any warranty whatsoever.
  - vi. agrees that they are using the Platform and accessing the platform at their own risk with their prudent judgment and the Company or Platform shall not be responsible for any resultant losses suffered.
  - vii. agrees that the platform will be used by them solely for non-commercial use with the intent of gaining services related to technology consultancy and software development. This includes providing links to other platforms which may or may not be competitors of the Company.
  - viii. agrees to not the use the website or services in any way that could damage the website, services or general business of the owner.
  - ix. Agrees not to harass, abuse, or threaten others or otherwise violate any person's legal right
  - x. Agrees not to violate any IP of the owner or any third party
  - xi. Agrees not to unlawfully gather information about others and our business.
  - xii. Agrees not to use the website or its content:
    - a. for any unlawful purpose
    - b. to solicit others to perform or participate in any unlawful acts
    - c. to infringe upon any third party's IP or proprietary rights, or rights of publicity or privacy whether knowing or unknowingly
    - d. to violate any local, federal or international law

Further:

- i. The User hereby expressly authorizes the Company /Platform to disclose any and all information relating to the User in the possession of the Company /Platform to law enforcement or other government officials, as the Company may in its sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that involve personal injury and theft/infringement of intellectual property. The User further understands that the Company /Platform will have to disclose any information (including the identity of persons providing information or

materials on the Platform) as necessary to satisfy any judicial Order, law, regulation or valid governmental request.

- ii. The User agrees to use the services provided by the Company, its affiliates, consultants and contracted companies, for lawful purposes only.
- iii. The Company shall reserve the right to refuse to service or sell any of their products to any Users, for any reason whatsoever, at the company's sole discretion. Offering of services does not conclude as agreement to provide those services to the Users.

## **10. BETA SERVICES AND PRODUCTS**

The Company may, from time to time, offer access to certain features that are classified as Beta versions. Access to and use of Beta versions may be subject to additional agreements. The Company makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided as is, may contain bugs, errors, or other defects, and Your use of a Beta version is at Your sole risk.

## **11. TECHNICAL IMPROVEMENT**

From time to time, Company may need to perform maintenance on or upgrade the Software, Products or Company Websites or the underlying infrastructure that enables you to use the Platform. This may require Company to temporarily suspend or limit your use of some or all of the Platform until such time as this maintenance and/or upgrade can be completed. To the extent possible and unless an intervention is urgently required, Company will publish the time and date of such suspension or limitation on the Company Website in advance. You will not be entitled to claim damages for such suspension or limitation of the use of Platform.

## **12. INTELLECTUAL PROPERTY RIGHTS**

Unless expressly agreed to in writing, nothing contained herein shall give the User a right to use, duplicate, copy, license or sell any of the Platform's Content which includes but is not limited to trade names, trademarks, service marks, logos, domain names, information, analytics, one-liners, reports, illustrations, photographs, write-ups, solutions, videos, diagrams, and other distinctive brand features according to the provisions of these Terms.

### **13. FORCE MAJEURE**

Neither the Company nor the Platform shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to a cause beyond its control or without its fault or negligence, due to Force Majeure events illegal or unauthorized, including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, labour shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy and cheating.

### **14. NO WARRANTIES**

You understand and agree that the services are provided "as is" and the Company, its affiliates, suppliers, and resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. The Company, its affiliates, suppliers and resellers make no warranty or representation regarding the results that may be obtained from the use of the services, regarding the accuracy or reliability of any information obtained through the Platform or that the information on the Platform will meet any user's requirements, or be uninterrupted, timely, secure or error free. Use of the Platform is at your sole risk. Any material and/or data downloaded or otherwise obtained through the use of the Platform is at your own discretion and risk. You will be solely responsible for any damage to you resulting from the use of the Platform. The entire risk arising out of use of the Platform remains with you. The Company does not assume any responsibility for the retention of any user information or communications between users. The Company cannot guarantee and does not promise any specific results from use of the Platform. Use is at your own risk.

### **15. DISPUTE RESOLUTION AND JURISDICTION**

- i. It is expressly agreed to by the Parties hereto that the formation, interpretation, and performance of these Terms and any disputes arising therefrom will be resolved through a two-step Alternate Dispute Resolution ("ADR") mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.



- ii. **Mediation:** In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of all parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to any other Party, the dispute will be resolved by arbitration, as detailed herein below.
- iii. **Arbitration:** In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on all parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of **Chennai, India**.
- iv. The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules, and regulations of India.

## 16. GRIEVANCES

- a. Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the User by emailing to [info@ceratattva.com](mailto:info@ceratattva.com)

## 17. MISCELLANEOUS PROVISIONS

- a. **Entire Agreement:** These Terms, read with the Policies, form the complete and final contract between the User and the Company with respect to the subject matter hereof and supersedes all other communications, representations, and agreements (whether oral, written or otherwise) relating thereto.
- b. **Waiver:** The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either party of any breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as furtherance or continuing waiver of any such breach, or a waiver of any other breach of these Terms.
- c. **Severability:** If any provision/clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or

impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.

d. **Contact Us:** If you have any questions about this Agreement, the practices of the Platform, or your experience with the Service, you can contact us at [info@ceratattva.com](mailto:info@ceratattva.com)

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