

TERMS AND CONDITIONS OF SERVICE AGREEMENT

With effect from: 7 July, 2020

Please read these terms of service agreement carefully. By using this website or ordering Services/Products from this website you agree to be bound by all of the terms and conditions of this agreement.

This Terms of Service Agreement (the "Agreement") governs your use of this website www.equationsindia.com of Equations Advisors Private Limited (hereafter referred as "Equations") offer of Services/Products for purchase on this Website, or your purchase of Services/Products available on this Website. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. Equations reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. Equations will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. Equations encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with Equations for other Services/Products. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website. If you would like to print this Agreement, please click the print button on your browser toolbar.

I. SERVICES/PRODUCTS

Terms of Offer. This Website offers for sale certain Services/Products. By placing an order for Services/Products through this Website, you agree to the terms set forth in this Agreement.

Customer Solicitation: Unless you notify our third party call center reps or direct Equations' sales reps, while they are calling you, of your desire to opt out from further direct company communications and solicitations, you are agreeing to continue to receive further emails and call solicitations Equations and its designated in house or third party call team(s).

Opt Out Procedure: We provide two easy ways to opt out of from future solicitations.

1. You may use the opt out link found in any email solicitation that you may receive.
3. You may send a written remove request email to info@equationsindia.com

Proprietary Rights:

Equations has proprietary rights and trade secrets in the Services/Products. You may not copy, reproduce, resell or redistribute any Service/Product designed and developed, manufactured

and/or distributed by Equations. Equations also has rights to all trademarks and trade dress and specific layouts of this webpage, including calls to action, text placement, images and other information.

II. WEBSITE

Content; Intellectual Property; Third Party Links: In addition to making Services/Products available, this Website also offers information and marketing materials. Equations does not always create the information offered on this Website; instead the information is often gathered from other sources. To the extent that Equations does create the content on this Website, such content is protected by intellectual property laws of the India, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on this Website is for personal, noncommercial use. Any links to third-party websites are provided solely as a convenience to you. Equations does not endorse the contents on any such third-party websites. Equations is not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites. If you link to third-party websites, you do so at your own risk.

Use of Website: Equations is not responsible for any damages resulting from use of this Website by anyone. You will not use the Website for illegal purposes. You will (1) abide by all applicable local, state, national, and international laws and regulations in your use of the Website (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Website by other users, (3) not resell material on the Website, (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Website

License: By using this Website, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Website in connection with your normal, noncommercial, use of the Website. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from Equations or the applicable third party (if third party content is at issue).

Posting: By posting, storing, or transmitting any content on the Website, you hereby grant Equations a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world. Equations does not have the ability to control the nature of the user-generated content offered through the Website. You are solely responsible for your interactions with other users of the Website and any content you post. Equations is not liable for any damage or harm resulting from any posts by or interactions between users. Equations reserves the right, but has no obligation, to monitor interactions between and among users of the Website and to remove any content Equations deems objectionable at its sole discretion.

III. DISCLAIMER

Your use of this website and/or Services/Products are at your sole risk.

That the information provided on this Website is accurate, reliable, complete, or timely.

That the links to Third-party websites are to information that is accurate, reliable, complete, or timely.

No advice or information, whether oral or written, obtained by you from this website will create any assurance/warranty not expressly stated herein.

IV. LIMITATION OF LIABILITY

Equations will not be liable for any direct, indirect, incidental, special, or consequential damages in connection with this agreement or the products in any manner, including liabilities resulting from (1) the use or the inability to use the website content or Services/Products; (2) any Services/Products purchased or obtained or transactions entered into through the website; or (4) any lost profits you allege.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply in such cases.

V. PRIVACY

Equations believes strongly in protecting user privacy and providing you with notice of www.equationsindia.com's use of data. Please refer to Equations Privacy Policy, incorporated by reference herein, that is posted on the Website.

VI. AGREEMENT TO BE BOUND

By using this Website or engaging us in Services/Products or ordering Products, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

VII. GENERAL

Force Majeure. Equations will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

Cessation of Operation. Equations may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and offering its Services/Products.

Entire Agreement. This Agreement comprises the entire agreement between you and Equations and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver. The failure of Equations to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless

agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law; Mumbai Jurisdiction. This Website originates from Mumbai, Maharashtra State. This Agreement will be governed by the laws of the State of Maharashtra without regard to its conflict of law principles to the contrary. Neither you nor Equations will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of Maharashtra. By using this Website or ordering Services/Products, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Services/Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Termination. Equations reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and Equations may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Products. If your access to the Website is terminated, Equations reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until Equations chooses, in its sole discretion and without advance to you, to terminate it.

Domestic Use. Equations makes no representation that the Website or Services/Products are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

Assignment. You may not assign your rights and obligations under this Agreement to anyone. Equations may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.