

Terms and Conditions

'ceomitra.com' is portal to provide online services by 'INGEENIUUM PRIVATE LIMITED' (hereinafter referred to as 'us', 'we', 'our'). The site provides for different service, such as Business Consulting, Recruitment etc.

Please read these terms of service agreement carefully. By using this website ceomitra.com or booking services from this website ceomitra.com you agree to be bound by all the terms and conditions of this agreement.

This Terms of Service Agreement (the "Agreement") governs your use of this website ceomitra.com. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. CEOMITRA 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 ceomitra.com. CEOMITRA 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 ceomitra.com. Your use of the website ceomitra.com following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. CEOMITRA encourages you to review this Agreement whenever you visit the website ceomitra.com to make sure that you understand the terms and conditions governing use of the website ceomitra.com

This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with CEOMITRA and its services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the website ceomitra.com.

The Use (which shall mean and include access, use, visit, browse, download from, upload to utilize but not restricted to these) of the site (which shall include website or web-based application or mobile application or any feature or component or part or page or section of these by whatever name called) shall be governed by these Terms and Condition. If you choose to use the site in any manner you shall be accepting the Terms and Condition. And your use shall be governed by these Terms and Condition every time you visit the site, or when you make registration, or upon providing any information on site. By way of this Terms and Condition you are contracting with Ingeenium Private Limited, which expression unless the context otherwise require shall mean and include its successors, liquidators, and assigns.

For the purpose of this Terms and Condition, the word 'You', 'User', shall include any legal or natural person who uses the site. To use the site you need to accept the Terms and Condition herein as amended from time to time by us. By choosing the 'I Agree' option on the Home Page or 'continue button' or logging in through third party website such as 'Facebook' or 'Google' or any other website as permitted by us you are accepting the Terms and Condition contained herein. If you do not agree with the Terms and Condition herein do not click on 'I agree' or Continue button or login through third party web site and/or use the site or otherwise access the site.

We reserve the right to amend the Terms and Condition at our discretion. We may post revised version of the Terms and Condition on the site. Unless expressed otherwise the Terms and Condition or any part of it shall become effective from the time it is posted on the site. You are advised to regularly check for amendments to the Terms and Condition. We may inform the registered users of any amendment of Terms and Condition by way of registered email or by notification in the user accounts. You may inform of non-acceptance in the manner provided in time bound manner after which it will be understood that you have accepted the Terms and Condition.

Certain times we may provide services or run promotional offers which may be subject to additional Terms and Condition. The user will have to accept these terms before use of such services or offers. To the extent where it relates to the additional services or offers, the additional Terms and Condition shall prevail if inconsistent with these Terms and Condition contained herein.

Out the outset we hereby disclose that we hold absolute rights and discretion to

- a. Make changes to the services being played on the site, change or modify the service at any time without giving prior notice thereof.
- b. Discontinue or modify permanently or temporarily any of the services on the site, the site itself or any part of the site or any of the services provided by us on the site or through the site.

- c. Move or remove or restrict access to any content on the site including the user accounts, information provided by the user, temporarily or permanently, without prior notice.
- d. We may also at our discretion deactivate any user's account without assigning any reason whatsoever if it contravenes any of the terms and conditions herein.

We reserve the right to restrict a user's right to access the site, or delete the user's account or all user information in the event the user breaches the Terms and Condition or does or takes part in any illegal or unauthorized activity in relation to the site. Also, in such an event we reserve the right to take proper legal steps and take any action as we deem fit to protect our interests, that of the teachers, that of our associates and service providers.

Subject to your agreement and continuing compliance with these Terms and Condition and any other relevant policies, we grant you a non-exclusive, non-transferable, license for use of services for your own purposes. You agree not to use the site for any other purpose.

REGISTRATION

In order to register for the Site, users must provide the following correct information: Full Name, E-mail address, Password, State of Residence, Gender, Date of birth. We do not take and responsibility for any incomplete and incorrect information and same shall be dealt with in accordance with these term and conditions. We do not permit any person below the age of 18 to have their own account with us.

Users are also required to confirm that they have read, and shall abide by, these Terms and Conditions. The Site is a medium to stream educational service(s),

Once the Users have entered the above information, and clicked on the "register" tab, and subject to the terms and conditions herein, they are sent an email confirming their registration and containing their login information.

We may also provide you with an option to partly complete your Registration through social networking sites such as Facebook, through Google or any other site. In that you case you

hereby fully authorize us give your absolute consent to obtain your information as may be necessary for registering you with us. Even when you choose to Register on the site through third party sites as permitted by us you will be required to provide other information necessary for registration on the site which we have not received or taken from the third party sites, whether because they are not available with third party site, or under its policies the third party site cannot disclose the same to us, or you have not permitted the third party site to share your information with other third party(ies).

INTELLECTUAL PROPERTY

The contents of this site, including all software, design, text, images, photographs, illustrations, audio and video material, flash, artwork, items, graphic material, databases, applications, proprietary information and all elements of the site, including, without limitation, the selection, sequence and 'look and feel' and arrangement of items, and all trademarks, and trade names, unless belonging to any other person, are our property and our Affiliates', and any of our or their successors, liquidators and assigns, and any of respective licensors, advertisers, suppliers, and operational service providers and are legally protected, without limitation, under applicable law and rules , as well as applicable foreign laws, regulations and treaties.

The services of the site shall always be subject to the laws regarding all intellectual properties but not limited to trademark, copyrights, patent, trade secret. Users undertake and agree to abide by such laws including such laws which may come into effect after publishing these Terms and Condition.

The user is solely responsible for any violation of Terms and Condition, infringement of intellectual property, violation of any law caused by the user.

On publishing, posting, submitting, sending, storing any content to, on or through the site the user grants us an non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights in the information and content, in any media or medium now known or developed, produced, invented or used in future, with respect to Your information. We may use such information to use, copy, transmit, host, store, reproduce, modify, create derivative works of, communicate, publish, publicly perform, publicly display, print, edit, translate, reformat, exploit and

distribute such information. The licence shall be used for publicity, marketing, operating, promoting and developing the site. This license shall continue to operate even if a User stops using Services or terminates this Agreement.

Nothing contained herein shall be deemed to have conferred a licence to the users in respect of any of the intangibles on the site (including the software, transmission, data, the know-how, the service, components of the service, the promotions, etc) whether existing or not.

The users shall not publish, place, post, display names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights of any third party. The users confirm and agree that they have the intellectual and proprietary rights of anything posted, published, shared, communicated, displayed, transmitted, placed anywhere in or on the site or shared, transmitted, communicated to us. User undertakes that all and every content of the user does not infringe any third party's right, property and interest. The user undertakes to indemnify us, our directors, employees, agents, associates, affiliates, assigns, third party service providers from any and all damage, loss, costs, harm, as any litigation costs, fees incurred due to any infringement of third party rights by the user or due to any act done or omitted to be done by the user. The user's liability and undertaking to indemnify us shall continue even after the user has deleted the user's account, we have deleted the user account or restricted the access to user's account. Any omission of any act by us shall not absolve the user from the liabilities under these terms,

We do not hold any intellectual property right in 'Google', 'Facebook' etc. The names, logo, label, trademark, copyrights or other intellectual property rights vest with their respective owners. We recognize that these third parties have their own intellectual property right in such name, logo, label, trademark, copyright or any other property rights. Any reference to these is merely for the purpose of identification. Any issues with these may directly be resolved with the respective third parties.

LINKS TO OTHER SITES, APPLICATIONS AND THIRD PARTY CONTENT

The site contains link to other sites and/or applications. We do not exercise any control over these. The user may click on these links at their own risks. We do not take any responsibility

for any liability, damage, loss, harm etc that arises from the users attempt to click on links or accessing the content outside our site and third party content on our site. Merely existence of links to third party sites or applications or existence of third party content on the site does not amount to endorsement of third parties or the links or sites or applications or content. We may place advertisements and surveys on our site through third party service providers. We do not endorse any goods, services, services, sites, applications, etc. User shall verify the Terms and Condition, privacy policy, other policies and disclosures of the third parties before accessing these

ELIGIBILITY

For being eligible to use the site and to stream the services on the site the user must

1. The user must be a registered user having proper account on the site
2. The user must be 18 years of age.
3. For Users that are ineligible to use or access the site, any use of the site by such user, we do not take any responsibility or liability for any loss or damage including any criminal action taken against CEOMITRA, its affiliates, agents, third party service providers and their employees, consultants, lawyers, directors, shareholders, owners, advisors etc.

USE OF THE SITE

You agree, undertake and confirm that your use of site shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:

(a) belongs to another person and to which You does not have any right to;

(b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing

including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

(c) is misleading in any way;

(d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

(e) harasses or advocates harassment of another person;

(f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";

(g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

(h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];

(i) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

(j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

(k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

(l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

(m) contains video, photographs, or images of another person (with a minor or an adult).

(n) tries to gain unauthorized access or exceeds the scope of authorized access to the site or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the site or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

(o) engages in commercial activities and/or sales without our prior written consent such as Services, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related on the site. Throughout this Terms and Condition, our prior written consent means a communication coming from us, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;

(p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;

(q) interferes with another USER's use and enjoyment of the site or any other individual's User and enjoyment of similar services;

(r) refers to any website, URL, applications that, in Our sole discretion, contains material that is inappropriate for the site or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms and Condition.

(s) harm minors in any way;

(t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;

(u) violates any law for the time being in force;

(v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(w) impersonate another person;

(x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any virus, trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines or codes that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

(y) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

(z) shall not be false, inaccurate or misleading;

(aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

(ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.

3. You shall not attempt to gain unauthorized access to any portion or feature of the site, or any other systems or networks connected to the site or to any server, computer, network, or to any of the services offered on or through the site, by hacking, password "mining" or any other illegitimate means.

4. You shall not probe, scan or test the vulnerability of the site or any network connected to the site nor breach the security or authentication measures on the site or any network connected to the site. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to site, or any other customer, including any account on the site not owned by You, to its source, or exploit the site or any service or information made available or offered by or through the site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the site.

5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us or otherwise engage in any conduct or action that might tarnish the image or our reputation, or users on Site or otherwise tarnish or dilute any of our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us.

6. You agree that You will not take any action or assist or aid in any action that imposes an unreasonable or disproportionately large load on the infrastructure of the site or systems or networks, or any systems or networks connected

7. You agree not to assist in use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the site, or with any other person's use of the site.

8. You agree not to use any cheats, exploits, software, bots, hacks or any unauthorised third party software to modify or interfere with site or any services and/or experience on Site or assist in such activity.

9. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the site or any service offered on or through the site. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying Site.

10. You shall not be involved in any manner including assist or aid in copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software, modify any files or software, or disrupt, overburden, in the disruption or overburdening of any computer or server used to offer or support Site or any Services; or the enjoyment of Site or Services by any other User or person.

11. You may not use the site or any content for any purpose that is unlawful or prohibited by these Terms and Condition, or to solicit the performance of any illegal activity or other activity which infringes our rights of and / or others.

12. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding Your use of Our service. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

13. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through

multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms and Condition and Privacy Policy applicable to use of the Website.

14. From time to time, you shall be responsible for providing information In this connection, You undertake that all such information shall be accurate in all respects.

15. You shall agree and abide by all of these Terms and conditions, privacy policy, other policies if any including any additional terms and conditions or policies in respect of promotions or otherwise as well as all rules and regulations. If you do not agree to or not abide with or contravene or violate any of the aforementioned the we may take any necessary action at our sole and absolute discretion including but not restricted to restricting, suspending, or terminating any User's access to all or any part of site, deactivating or deleting a User's account and all related information and files on the account; refrain from transferring any winning(s) to user or giving an any award or prize to the user. Where it is later revealed that any user has not agreed and abided by any of the Terms and conditions, privacy policy, other policies if any including any additional terms and conditions or policies in respect of promotions or otherwise, as well as all rules and regulations we may take any necessary action at our sole and absolute discretion including but not restricted to restricting, suspending, or terminating any User's access to all or any part of site, deactivating or deleting a User's account and all related information and files on the account. The user shall be bound to return the winnings, prizes, award which have been received by, given to or credited to user's account or bank account. You agree that in any such cases you authorize us to directly debit your bank account, any amount lying in your account, any credit lying in your account, any winning lying in your account. For this purpose your account or your bank account shall also include any multiple or additional account or bank account operated by you or of which we have details, any fake account or bank account operated by you or of which we have details, any account or bank account operated by impersonation, and any account or bank account of any other person where such winnings, prizes, award which have been received by, given to or credited or kept or transferred to.

16. You shall not operate or register more than one account on Site. Hence, user shall operate only one account across multiple email ids or SNS. For sake of clarity, if a user has more than one email account or more than one account on SNS, the user will create, operate or

register account using only one of these and no further account(s) to be created, operated or registered using other email ids and other SNS.

17. You shall not engage in advertising to, or solicitation of, other Users of the site to buy or sell any products or services, You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website. It shall be a violation of these Terms and Condition to use any information obtained from the site in order to harass, abuse, or harm another person, or to contact, advertise to, solicit, or sell to another person. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the access of any user to the site including the user's account and take any action as We deems appropriate in our sole discretion. You understand that We always have the right to disclose any information (including the identity of the persons providing information or materials on the site) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

18. We reserve the right, but have no obligation, to monitor the materials posted on the Website. We shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms and Condition. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect our views. In no event shall we assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Site. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

19. You agree to receive all communication from us including emails, notifications, messages to your registered email, account on site, account on SNS sites(s) or registered mobile number.

20. Users are themselves responsible for the maintaining confidentiality and secrecy of the user's information, account, account details, password. User shall not knowingly or unknowingly disclose or reveal these to any other person and take necessary precautions. The user shall log out from their account and site after every use. We are not responsible for any breach of security or any loss or any damage caused to the user or any other person. User must inform us immediately about unauthorized use of their account, password or breach of security.

21. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

22. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Site and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the site, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized use, but by using the Site You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.

23. We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

24. Persons below the age of eighteen (18) years are required to seek permission or consent from their parents or legal guardians before furnishing data, participating or entering on Site or the Site Services or inter alia, in the Service, uploading pictures, streaming services or being part, directly or indirectly, of any activity on Site. Entry to Site without consent from parent/s or legal guardian and consequent participation in any activity on Site Website is not permitted and such person is subject to disqualification at the sole and absolute discretion of Site, whenever it comes to the knowledge of Site.

25. Site believes that parents should supervise their children's online activities and consider using parental control tools available from online services and software manufacturers that

help provide a child-friendly online environment. These tools can also prevent children from disclosing online their name, address and other personal information without parental permission.

26. Although persons below the age of 18 years are allowed to use certain Site Services on the Site with the consent of their parent/s or legal guardians, they may not (where expressly stated in the rules of the Service) stream Service(s) hosted by Site. Any person below the age of 18 shall not stream any services that otherwise need any payment to be made or are paid services without the permission of a Parent or an Adult.

LEGAL

If it comes to the notice of CEOMITRA that any governmental, statutory or regulatory compliances or approvals are required for conducting any Service(s) or if it comes to the notice of CEOMITRA that conduct of any such Service(s) is prohibited, then CEOMITRA shall withdraw and / or cancel such Service(s) without prior notice to any Users or winners of any Service(s). Users agree not to make any claim in respect of such cancellation or withdrawal of the Service, or Service it in any manner.

The courts of competent jurisdiction at Thane, Maharashtra shall have exclusive jurisdiction to determine any and all disputes arising out of, or in connection with, the Services provided by CEOMITRA (including the Service(s)), the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the User(s) (including Users) or CEOMITRA, as well as the exclusive jurisdiction to grant interim or preliminary relief in case of any dispute referred to arbitration as given below. All such issues and questions shall be governed and construed in accordance with the laws of the Republic of India.

In the event of any legal dispute (which may be a legal issue or question) which may arise, the party raising the dispute shall provide a written notification ("Notification") to the other party. On receipt of Notification, the parties shall first try to resolve the dispute through discussions. In the event that the parties are unable to resolve the dispute within fifteen (15) days of receipt of Notification, the dispute shall be settled by arbitration.

The place of arbitration shall be Thane, Maharashtra, India. All arbitration proceedings shall be conducted in English and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

The arbitration award will be final and binding on the Parties, and each Party will bear its own costs of arbitration and equally share the fees of the arbitrator unless the arbitral tribunal decides otherwise. The arbitrator shall be entitled to pass interim orders and awards, including the orders for specific performance and such orders would be enforceable in competent courts. The arbitrator shall give a reasoned award.

Nothing contained in these Terms and Conditions shall prevent CEOMITRA from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief available to safeguard CEOMITRA's interest prior to, during or following the filing of arbitration proceedings or pending the execution of a decision or award in connection with any arbitration proceedings from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not constitute a waiver on the part of CEOMITRA to pursue any remedy for monetary damages through the arbitration described herein.

OTHER GENERAL CONDITIONS

Users shall access the services provided on CEOMITRA voluntarily and at their own risk. CEOMITRA shall, under no circumstances be held responsible or liable on account of any loss or damage sustained (including but not limited to any accident, injury, death, loss of property) by Users or any other person or entity during the service of access to the CEOMITRA Services (including participation in the Service(s))

By accessing the CEOMITRA Services provided herein, Users hereby release from and agree to indemnify CEOMITRA, and/ or any of its directors, employees, partners, associates and licensors, from and against all liability, cost, loss or expense arising out their access to the CEOMITRA Services including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission on their part, or otherwise.

CEOMITRA accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties in relation to the prizes.

Users shall be solely responsible for any consequences which may arise due to their access of CEOMITRA Services by conducting an illegal act or due to non-conformity with these Terms and Conditions and other rules and regulations in relation to CEOMITRA Services, including provision of incorrect address or other personal details. Users also undertake to indemnify

CEOMITRA and their respective officers, directors, employees and agents on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis for any loss/damage suffered by CEOMITRA on account of such act on the part of the Users.

Users shall indemnify, defend, and hold CEOMITRA harmless from any third party/entity/organization claims arising from or related to such User's engagement with the CEOMITRA or participation in any Service. In no event shall CEOMITRA be liable to any User for acts or omissions arising out of or related to User's engagement with the CEOMITRA or his/her participation in any Service(s).

In consideration of CEOMITRA allowing Users to access the CEOMITRA Services hosted on the CEOMITRA, to the maximum extent permitted by law, the Users waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against CEOMITRA, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the provision of CEOMITRA Services or related to the Services or the prizes of the Services.

Neither CEOMITRA nor its parent/holding company, subsidiaries, affiliates, directors, officers, professional advisors, employees shall be responsible for the deletion, the failure to store, the mis-delivery, or the untimely delivery of any information or material.

CEOMITRA shall not be responsible for any harm resulting from streaming or accessing any information or material, the quality of servers, services, products, CEOMITRA services or sites, cancellation of competition and prizes. CEOMITRA disclaims any responsibility for, and if a User pays for access to CEOMITRA's Services the User will not be entitled to a refund as a result of, any inaccessibility that is caused by CEOMITRA's maintenance on the servers or the technology that underlies our sites, failures of CEOMITRA's service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control. In addition, CEOMITRA does not provide any warranty as to the content of the Services. CEOMITRA(s) Content is available on an "as is, as available" basis.

Any material accessed, streamed or otherwise obtained through CEOMITRA is done at the User's discretion, competence, acceptance and risk, and the User will be solely responsible for

any potential damage to User's computer system or loss of data that results from a User's download of any such material.

CEOMITRA shall make best endeavours to ensure that the CEOMITRA(s) is error-free and secure, however, neither CEOMITRA nor any of its partners, licensors or associates makes any warranty that: the CEOMITRA(s) will meet Users' requirements, or that the site and the services(s) will be uninterrupted, timely, secure, or error free, or that the information that may be disseminated from the use of Site(s) or forming part of the service(s) will be accurate or reliable; or that the quality of any products, CEOMITRA Services, information, or other material that Users purchase or obtain through Site will meet Users' expectations.

In case CEOMITRA discovers any error, including any error, CEOMITRA reserves the right (exercisable at its discretion) to rectify the error in such manner as it deems fit, including through a debit or adjustments by whatever name called of the erroneous payment from amounts due to the User or deduction from the User's account of the amount of erroneous payment. In case of exercise of remedies in accordance with this clause, CEOMITRA agrees to notify the User of the error and of the exercise of the remedy(ies) to rectify the same.

CEOMITRA nor its partners, licensors or associates shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use our sites, even if we have been advised of the possibility of such damages.

Any CEOMITRA Services, events or Service(s) being hosted or provided, or intended to be hosted or provided by CEOMITRA and requiring specific permission or authority from any statutory authority or any state or the central government, or the board of directors shall be deemed cancelled or terminated, if such permission or authority is either not obtained or denied either before or after the availability of the relevant CEOMITRA Services, events or Service(s) are hosted or provided.

To the extent permitted under law, in the event of suspension or closure of any Services, events or Services, Users (including Users) shall not be entitled to make any demands, claims, on any nature whatsoever.

CEOMITRA may be required under certain legislations, to notify User(s) of certain events. User(s) hereby acknowledge and consent that such notices will be effective upon CEOMITRA posting them on the CEOMITRA website or delivering them to the User through the email address provided by the User at the time of registration. User(s) may update their email address

by logging into their account on the CEOMITRA website. If they do not provide CEOMITRA with accurate information, CEOMITRA cannot be held liable for failure to notify the User.

CEOMITRA shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to any failure to perform due to unforeseen circumstances or cause beyond CEOMITRA's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, server or network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labor or materials or any cancellation by third party to who conducts a Service. In such circumstances, CEOMITRA shall also be entitled to cancel any related Service(s) and without any refund to any person whatsoever.

CEOMITRA's failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

Users 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 CEOMITRA or these Terms must be filed within thirty (30) days of such claim or cause of action arising or be forever barred.

These Terms and Conditions, including all terms, conditions, and policies that are incorporated herein by reference, constitute the entire agreement between the User(s) and CEOMITRA and govern your use of the Site, superseding any prior agreements that any User may have with CEOMITRA.

If any part of these Terms and Conditions is determined to be indefinite, invalid, or otherwise unenforceable, the rest of these Terms and Conditions shall continue in full force.

CEOMITRA reserves the right to moderate, restrict or ban the use of the CEOMITRA website, specifically to any User, or generally, in accordance with CEOMITRA's policy/policies from time to time, at its sole and absolute discretion and without any notice.

CEOMITRA may, at its sole and absolute discretion, permanently close or temporarily suspend any CEOMITRA Services (including any Service(s) without any refund to the users for the amount already paid by them.

This Terms and Condition and privacy policy on the website are published in compliance with the Information Technology (Intermediary Guidelines) Rules, 2011 that requires the same to be published on the website.

If you use the website ceomitra.com, you shall be responsible for maintaining the confidentiality of your account credentials such as Username/Login Id and Password and you shall be responsible for all activities that occur under your account. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete – we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Use, we shall have the right to indefinitely suspend or terminate or block access of your membership on the website ceomitra.com and refuse to provide you with access to the website ceomitra.com

When you use the website ceomitra.com or send emails or other data, information or communication to us, you agree and understand that you are communicating with us through electronic records, and you consent to receive communications via electronic records from us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

Further this document is an electronic record generated by computer system and does not need physical or digital signature(s).

For any grievances kindly write to

Grievance Officer: Vanitha Konar

Address: 2206, Solus, Hiranandani Estate, Ghodbunder Rd., Thane (West) 400607.

Email: ea@ceomitra.com

Phone no: +91 99304 81555
