

## **Privacy Policy**

At Human Touch of Chemistry (HTC) we recognize that privacy is important. This Privacy Policy applies to all of the products and services offered by HTC and affiliated companies.

If you have any questions about this Privacy Policy, please feel free to contact us through our website or write to us at *editor@humantouchofchemistry.com*.

### **What this Privacy Policy Covers**

- This Privacy Policy covers HTC's treatment of personally identifiable information that HTC collects when you are on the HTC site, and when you use HTC's services. This policy also covers HTC's treatment of any personally identifiable information that HTC's business partners share with HTC.
- This policy does not apply to the practices of companies that HTC does not own or control, or to people that HTC does not employ or manage.

### **Information Collection and Use**

- HTC collects personally identifiable information when you register for a HTC account, when you use certain HTC products or services, when you visit HTC pages, and when you enter promotions or some other campaign. HTC may also receive personally identifiable information from our business partners.
- When you register with HTC, we ask for your name, email address, birth date, gender, pin code, Fathers Name, Fathers Email ID, certain other basic information about you. Once you register with HTC and sign in to our services, you are not anonymous to us.
- HTC also automatically receives and records information on our server logs from your browser including your IP address, HTC cookie information and the page you requested.

- In addition, when you use HTC's services, you may make some of your personal information public. If you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return and HTC will not be responsible for the use or misuse of such information.
- HTC uses information for three general purposes: to customize the advertising and content you see, to fulfill your requests for certain products and services promoted by HTC or other companies, and to contact you about specials and new developments. HTC is not responsible for the accuracy, completeness, veracity and reliability of any advertising and content, products and services which may be accessed or advertised to you and HTC will not be liable for any loss or damage arising out of the same.

#### **Information we collect and how we use it**

We offer a number of services that do not require you to register for an account or provide any personal information to us, such as HTC Search. In order to provide our full range of services, we may collect the following types of information:

- **Information you provide** – When you sign up for a HTC Account or other HTC service or promotion that requires registration, we ask you for personal information (such as your name, email address and an account password). For certain services, such as our merchandising programs, we also request credit card or other payment account information which we maintain in encrypted form on secure servers. We may combine the information you submit under your account with information from other HTC services or third parties in order to provide you with a better experience and to improve the quality of our services. For certain services, we may give you the opportunity to opt out of combining such information.
- **Cookies** – When you visit HTC, we send one or more cookies – a small file containing a string of characters – to your computer or other device that uniquely identifies your browser. We use cookies to improve the quality of our service,

including for storing user preferences, improving search results and ad selection, and tracking user trends, such as how people surf the HTC site. HTC also uses cookies in its advertising services to help advertisers and publishers serve and manage ads across the web. We may set one or more cookies in your browser when you visit a website, including HTC sites that use our advertising cookies, and view or click on an ad supported by HTC's advertising services.

- **Log information** – When you access HTC services, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser.
- **User communications** – When you send email or other communications to HTC, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.
- **Affiliated HTC Services on other sites** – We offer some of our services on or through other web sites. Personal information that you provide to those sites may be sent to HTC in order to deliver the service. We process such information under this Privacy Policy. The affiliated sites through which our services are offered may have different privacy practices and we encourage you to read their privacy policies.
- **Merchandise** – HTC may make available third party merchandise through its services. The information collected by HTC when you enable a merchandise or other products is processed under this Privacy Policy. Information collected by the Merchandise or product provider is governed by their privacy policies.
- **Other sites** – This Privacy Policy applies to HTC services only. We do not exercise control over the sites displayed as search results, sites that include HTC

applications, products or services, or links from within our various services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you.

HTC only processes personal information for the purposes described in this Privacy Policy and/or the supplementary privacy notices for specific services as and when issued. In addition to the above, such purposes include:

- Providing our services, including the display of customized content and advertising;
- Auditing, research and analysis in order to maintain, protect and improve our services;
- Ensuring the technical functioning of our network;
- Protecting the rights or property of HTC or our users; and
- Developing new services.

You can find more information about how we process personal information by referring to the supplementary privacy notices for particular services.

HTC processes personal information on our servers in India. In some cases, we process personal information on a server outside your own country. We may process personal information to provide our own services.

## **Usage Policy**

### **(1) ACCEPTANCE OF TERMS**

Welcome to Human Touch of Chemistry (“HTC”). HTC is an initiative of Tata Chemicals Ltd. HTC provides the Service (defined below) to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. In addition, when using particular HTC services or third party

services, you and HTC shall be subject to any posted guidelines or rules applicable to such services which will be conspicuously posted from time to time. All such guidelines or rules, which may be subject to change, are hereby incorporated by reference into the TOS. In most cases the guides and rules are specific to a particular part of the Service and will assist you in applying the TOS to that part, but to the extent of any inconsistency between the TOS and any guide or rule, the TOS will prevail. We may also offer other services from time to time that are governed by different Terms of Services, in which case the TOS do not apply to such other services if and to the extent expressly excluded by such different Terms of Services. HTC also may offer other services from time to time that are governed by different Terms of Services. These TOS do not apply to such other services that are governed by different Terms of Service.

## **(2) DESCRIPTION OF SERVICE**

HTC currently provides users with access to a rich collection of information on Chemistry, various related communications tools, online forums, merchandising services, personalized content etc. through its network of properties (the "Service"). The Service (or parts of it), at HTC's discretion, may be accessed or made available through or via various mediums or devices now known or hereafter developed, ***including but not limited to the World Wide Web, mobile telephone or communications services (such as SMS (Short Message Service)), and/or other Internet or telecommunications services or protocols (such as WAP (Wireless Application Protocol)) (collectively, the "Channels")***. You also understand and agree that the Service may include certain communications from HTC such as service announcements, administrative messages and the HTC Newsletter, and that these communications are considered as part of the HTC membership and you will not be able to opt out of receiving them unless you specifically unsubscribe out of them.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new HTC properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that HTC assumes no

responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

In order to use the Service, you must obtain access to the Channels, either directly or through devices that access web-based content, and pay any service fees associated with such access to the Service in accordance with the applicable payment terms. Such fees and payment terms may be changed from time to time, and such changes will be notified to you, whether by email or by notices or links to notices on the Service or by other appropriate means. You acknowledge that certain parts of the Service are available only via certain Channels. You also acknowledge that we are not responsible or liable in any way for your access to the Service or your use of any Channels.

In addition, you must possess all equipment necessary to use the relevant Channel, including a computer and modem, mobile telephone or other appropriate access device, and you must pay any fees applicable to the use of such Channel. You acknowledge that you are solely responsible for the set-up, configuration or compatibility of the hardware, software and other equipment used by you for obtaining access to the Service by any Channel whatsoever. If any alteration in the whole or any part of Service requires changes in your hardware, software or other equipment, you must effect these changes at your own expense. We will inform you of any such alterations in the Service in advance, whether by email or by notices or links to notices on the Service or by other appropriate means.

Unless expressly stated otherwise, no information presented in the Service or in connection with any products and services forming part of the Service shall be deemed as a binding offer by us or the relevant third party, but may constitute an invitation for you to place an order. In respect of contracts for our or any third party's products and services which are made available as part of the Service, these shall be deemed concluded when we or the relevant third party have accepted your order for the same or have provided you with the product or service pursuant to your order.

***Content that is considered illegal under Indian law or the law of your jurisdiction, is strictly forbidden on the HTC site, and users are prohibited from posting any material of nature on the HTC site.*** Although HTC exercises due diligence to ensure that any illegal content posted by users in violation of the TOS is promptly removed, users may sometimes come across user-posted illegal content that we have not yet discovered. Users shall make best endeavors to make HTC aware of such obscene/objectionable content that they come across while using the service. The videos posted by us are on an “as is” basis from the source which is duly acknowledged. Human Touch of Chemistry does not claim responsibility of the content of the same and neither does it intend to portray or indicate, in any manner whatsoever, that the intellectual property, if any, in the said videos belong to Human Touch of Chemistry or its affiliates. Human Touch of Chemistry tries its best to screen the videos posted by it, in case anything is observed by you which in your opinion is objectionable, please feel free to contact the Editor at [editor@humantouchofchemistry.com](mailto:editor@humantouchofchemistry.com)

### **(3) YOUR REGISTRATION OBLIGATIONS**

In consideration of your use of the Service, you agree to:

- (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and
- (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or HTC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, HTC has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) without any liability to you. We are concerned about the safety and privacy of all our users, ***which constitute mainly children. However, please remember that the Service is designed to appeal to a broader audience. Accordingly, if you are a parent or legal guardian, it is your***

*responsibility to determine whether any of the Services and/or Content (as defined in Section 6 below) are appropriate for your child. Similarly, if you are a child, in case of any doubt please consult with your parent or legal guardian as to whether any of the Services and/or Content is appropriate for you.*

Notwithstanding the foregoing, we may provide you with access to some parts of the Service without you registering as a user. In that case, your identification is based on other means of identification that we deem appropriate. In appropriate cases, identification may be based on data identifying your mobile telephone or communications subscription number provided by your network operator. You agree that such information may be collected and disclosed to us and used in accordance with the TOS.

#### **(4) HTC PRIVACY POLICY**

As described more specifically in our Privacy Policy.

#### **(5) MEMBER ACCOUNTS**

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify HTC of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. HTC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

#### **(6) MEMBER CONDUCT**

You understand and acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. *This means that you, and not HTC, are entirely responsible for all*

*Content that you upload, post, email or otherwise transmit via the Service. HTC does not control the Content posted via the Service and, as such, cannot and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will we or our licensors, suppliers, vendors, parent, holding, subsidiary or related companies, affiliates, officers, agents or employees, as the case may be, be liable in any way for any Content, including, but not limited to, any exposure to offensive, indecent or objectionable Content, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service.*

**You agree to not use the Service to:**

- a. upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or contrary to public interest, public order or national harmony in all relevant jurisdictions;
- b. harm yourself or other users in any way;
- c. impersonate, or falsely state or otherwise misrepresent your affiliation with, any person or entity, including, but not limited to, a HTC official, forum leader, guide or host;
- d. forge headers or otherwise manipulate identifying information in order to disguise and/or with the effect of disguising the origin of any Content transmitted through the Service;
- e. upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- f. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h. upload, post, email or otherwise make available or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges or to utilize the service on an AS IS basis as provided by us;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the Indian securities, exchange control and other regulatory authorities , any rules of any Indian securities exchange and any regulations having the force of law;
- l. "stalk" or otherwise harass another user
- m. commit any fraudulent or unlawful act, whether in relation to any third party provider of products and services on the Service or otherwise
- n. collect or store personal data about any other users in connection with the prohibited conduct and activities set forth herein.
- o. ***Conduct unauthorised experimentation or deal with chemicals without supervision or expert guidance. HTC does not take responsibility of any such conduct on your behalf.***

- p.** You acknowledge that HTC cannot and does not pre-screen Content, but HTC and its designees shall have the right (but not the obligation) in our sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, HTC and its designees shall have the right to remove any Content that we believe in good faith violates the TOS or that has been alleged to infringe any intellectual property or that is otherwise objectionable in our sole opinion, without being liable to you in any way for any loss or damage arising from such removal. You agree that you will evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by HTC or submitted to HTC, including without limitation information in HTC Message Boards, HTC Idea Banks, and in all other parts of the Service.
- q.** You acknowledge and agree that HTC may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
- comply with legal process;
  - enforce the TOS;
  - respond to claims that any Content violates the rights of third-parties;
  - respond to your requests for customer service; or
  - protect the rights, property, or personal safety of HTC, its users and the public.
- r.** You understand that the technical processing and transmission of the Service, including your Content, may involve
- transmissions over various networks; and
  - changes to conform and adapt to technical requirements of connecting networks or devices

Where any part of the Service involves or is provided by us in conjunction with a third party, you agree to comply with any notices, instructions or directives given by such third party in relation to such part of the Service, including your access to or use thereof.

#### **(7) INTERSTATE NATURE OF COMMUNICATIONS ON HTC NETWORK**

When you register with HTC, you acknowledge that in using HTC services to send electronic communications (including but not limited to email, search queries, sending messages to HTC and other Internet activities), you will be causing communications to be sent through HTC's computer networks, portions of which may be located abroad. As a result, and also as a result of HTC's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that use of the service results in interstate data transmissions.

HTC services, may allow you and the people with whom you communicate to save your communications in your HTC accounts located on HTC servers. This means you may be able to access and search your communications with access to the internet. Whether or not you use this feature, other users may choose to use it to save conversations with you in their account on HTC too. Your agreement to this TOS constitutes your consent to allow HTC to store these communications on its servers. From time to time HTC will send you notices to let you know about important changes to the HTC or related Services. Such messages may not be received if you violate this TOS by accessing the Service in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

#### **(8) SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with all applicable laws, statutes, regulations, rules and codes regarding online conduct and acceptable Content and use of relevant Channels.

#### **(9) CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE**

HTC does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant HTC the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- With respect to Content you submit or make available for inclusion on publicly accessible areas of HTC Idea Banks, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific HTC Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or HTC removes such Content from the Service.
- With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or HTC removes such Content from the Service.
- With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than HTC Groups, the perpetual, irrevocable and fully sub licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and

publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

**(10) CONTRIBUTIONS TO HTC**

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to HTC through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) HTC is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) HTC shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) HTC may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of HTC without any obligation of HTC to you; and (f) you are not entitled to any compensation or reimbursement of any kind from HTC under any circumstances.

**(11) INDEMNITY**

You agree to indemnify and hold HTC, and our licensors, suppliers, vendors, parent, subsidiaries and related companies, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post to or transmit or make available through the Service, your use of the Service, your connection to the Service, your use of any Channels, your violation of the TOS, or your violation of any rights of any other person, or your breach of any applicable law.

**(12) NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service

**(13) GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that HTC may, in its sole discretion, establish general practices and limits concerning use of the Service, including without limitation the maximum number

of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages or any other messages that may be sent from or received by an account on the Service or transmitted through the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on HTC's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. In particular, but without limiting the foregoing, by using the Service, you consent to our adoption of the practices, set forth in [www.humantouchofchemistry.com](http://www.humantouchofchemistry.com) in relation to your use of the Service. You agree that HTC has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that HTC reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that HTC reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. You further acknowledge that we reserve the right to modify these general practices and limits at any time, in our sole discretion, with or without notice, and you agree that your continued use of the Service after such modification will constitute your acceptance of and agreement to be bound by the modified general practices and limits.

#### **(14) MODIFICATIONS TO SERVICE**

HTC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice, for any reason whatsoever, whether generally or limited to you only. You agree that HTC shall not be liable in any way to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **(15) TERMINATION**

You agree that HTC, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the

Service, for any reason, including, without limitation, for lack of use or if HTC, in its sole opinion, believes that you have violated or acted inconsistently with the letter or spirit of the TOS or that you are a repeat infringer of intellectual property rights. HTC may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice, whether for selected or all Channels. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that HTC may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that HTC shall not be liable to you or any third-party for any termination of your access to the Service.

#### **(16) DEALINGS WITH THIRD PARTIES**

The Service may also include access to products and services of independent third parties either directly or via links to sites operated by such third parties. Where these products and services of third parties form part of the Service, we will endeavour, but are not obliged to, indicate that these products and services are provided by third parties. In all cases, your correspondence or business dealings with, or participation in promotions of, other parties found on or through the Service (including without limitation providers of products and services, advertisers and other users of the Service), including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party, even where it is in relation to any products or services that are co-branded with us which may include our trademarks. You agree that we shall not be responsible or liable in any way for any loss or damage of any sort incurred as the result of any such dealings with any third parties, as the result of the presence of such third parties on the Service, or as the result of the use of the Service in any way by such third parties.

## **(17) LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web or other online electronic sites or resources. You acknowledge that HTC has no control over such sites and resources, you acknowledge and agree that HTC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that HTC shall not be responsible or liable, in any manner whatsoever, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## **(18) HTC'S PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by us or advertisers, you agree not to modify, adapt, rent, lease, loan, sell, distribute or create derivative works based on the Service, the Software or the Content (excluding Content owned by you), in whole or in part.

HTC grants you a personal, non-transferable and non-exclusive right and license to use the object code of our Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized

access to the Service. You agree not to access the Service by any means other than through the interface that is provided by HTC for use in accessing the Service.

## **(19) DISCLAIMER OF WARRANTIES**

### **You expressly understand and agree that:**

**a.** Your accessing or use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. We and our licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents and employees expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

**b.** HTC and its licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents and employees make no warranty that

**(i)** The service will meet your requirements,

**(ii)** The service will be uninterrupted, timely, secure, or error-free,

**(iii)** The service will be accessible at any time or at all times via the channel selected or used by you,

**(iv)** The information, content or advertisements (collectively, the "materials") contained on, distributed through, or linked, downloaded or accessed from or through the service, or the results that may be obtained from the use of the service, will be accurate or reliable,

**(v)** The quality of any products, services, information, or other items displayed, purchased or obtained by you through or in connection with the service ("the products") will meet your expectations

**(vi)** Any errors in the software will be corrected.

c. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system, mobile telephone or other access device or loss of data that results from the download of any such material.

d. Any reliance upon or use of any materials shall be at your own discretion and risk. We reserve the right, in our sole discretion and without any obligation, to make any improvements to or correct any error or omissions in any part of the service or materials. The materials are provided or made available by us on an As On basis and we expressly disclaim any and all warranties of merchantability and fitness for a particular purpose, with respect to any of the materials or the products.

e. No advice or information, whether oral or written, obtained by you from HTC or its licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents and employees or through or from the service shall create any warranty not expressly stated in the TOS.

## **(20) LIMITATION OF LIABILITY**

You expressly understand and agree that we and our licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents and employees shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we or our licensors, suppliers, vendors, parent, holding, subsidiary or related company, affiliate, officer, agent or employee, as the case may be, have been advised of the possibility of such damages), resulting from:

- (i) The service, the materials and the products;
- (ii) The use or the inability to use the service;
- (iii) The cost of procurement of substitute goods and services resulting from any

goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;

(iv) Unauthorized access to or alteration of your transmissions or data;

(v) Statements or conduct of any third party on the service;

(vi) Any goods or services disposed of or messages sent or received using the service; or

(vii) Any other matter relating to the service, the materials or the products.

#### **(21) EXCLUSIONS AND LIMITATIONS**

You acknowledge that the disclaimers and exclusions of liability set forth in sections 17 and 18 represent a fair and reasonable allocation of the risks and benefits of the agreement between you and us, taking all relevant factors into consideration, including without limitation the value of the consideration provided by you to us and the availability and costs of insurance with respect to the said risks. you further agree that these disclaimers and limitations shall be enforceable to the fullest extent permitted by applicable law.

#### **(22) NO THIRD-PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

#### **(23) NOTICE**

Notices to you may be made via either email or regular mail. The service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the service. You agree that such notices by email or regular mail, and such display of notices or links to notices to you generally on the Service, will constitute sufficient and adequate notice to you of the matters contained therein.

#### **(24) TRADEMARK INFORMATION**

The HTC, HTC logo and the web trademarks and service marks and other HTC logos and product and service names are trademarks of Tata Chemicals Limited and without Tata Chemicals' prior permission, you agree not to display or use in any manner the HTC marks.

## **(25) NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT**

HTC respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide HTC the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

HTC for Notice of claims of copyright infringement can be reached as follows:

**By mail:** [editor@humantouchofchemistry.com](mailto:editor@humantouchofchemistry.com)

## **(26) RIGHTS OF THIRD PARTIES**

You acknowledge that our licensors, suppliers, vendors, parent, holding, subsidiary and related companies, all affiliates, and our officers, agents and employees, are, where applicable, intended to be third party beneficiaries of Sections 6, 9, 17, 18 and 19. You

also acknowledge that our co-branders and other partners are intended to be third party beneficiaries of Section 9. You agree that our licensors, suppliers, vendors, our parent, holding, subsidiary and related companies, all affiliates, our officers, agents and employees, and our co-branders and other partners may each enforce, severally and in its own right, the provisions of Sections 6, 9, 17, 18 and 19 as applicable, to the extent and in the manner set out or envisaged in the foregoing but to no further extent and in no other manner.

## **(27) GENERAL INFORMATION**

*Entire Agreement.* The TOS constitute the entire agreement between you and HTC and govern your use of the Service, superseding any prior understandings and agreements between you and us and any previous statements or representations from either party to the other party. The TOS do not apply to any affiliate services, third-party content or third-party software that does not or cannot reasonably be deemed to form part of the Service which may be provided to you by our licensors, suppliers, vendors, parent, holding, subsidiary or related companies, other affiliates or other third parties, which may be subject to additional terms and conditions imposed by that party. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

*Governing Law and Jurisdiction.* The TOS and the relationship between you and HTC shall be governed by the laws of the Republic of India without regard to its conflict of law provisions. You and HTC agree to submit to the personal and exclusive jurisdiction of the courts located at Mumbai, India.

*Waiver and Severability of Terms.* The failure of HTC to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS 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 the TOS remain in full force and effect.

*No Right of Survivorship and Non-Transferability.* You agree that your HTC account is non-transferable and any rights to your HTC ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

*Statute of Limitations.* 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 Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

## **(28) VIOLATIONS**

Please report any violations of the TOS to [editor@humantouchofchemistry.com](mailto:editor@humantouchofchemistry.com)