

## TERMS OF USE

LAST REVISION: 28-12-2022

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS ALONG WITH THE PRIVACY POLICY AS THESE TERMS and the PRIVACY POLICY together constitute a legally binding agreement between you and Bennett Coleman & Company Ltd., (**Company**) the owners of The Times of India and The Economic Times English Dailies regarding your browsing, access and use of the Website (defined hereinbelow) and any functionalities, features, information, contests, services, products offered by the Company including but not limited to delivery of specialized content, subscription based services, content and premium services via the Website, any mobile or internet connected device or otherwise (the "Service").

“User”, “you” or “your”: means any person, who is accessing, using the Site, in any manner whatsoever, and is an adult of 18 years of age or older, capable to enter into a legally binding agreement under the laws of [India](#).

This Terms of Use along with the Privacy Policy (collectively referred to as the "Agreement") governs your use of this website, <https://etlenovoit4smb.com/> (the "Website"), except to the extent that any Service(s) are the subject of a separate agreement. The Company 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. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting of any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. The Company encourages you to review this Agreement whenever you visit the Website to ensure 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 The Company for any other similar services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website.

### I. WEBSITE

**Content : Intellectual Property; Third Party Links.** This Website offers information, both directly and through indirect links to third-party websites, about the initiative, does not always create the information offered on this Website. To the extent that the Company does create the content on this Website, such content is protected by intellectual property laws of 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 this Website is towards “**Awards Nominations**” & “**Tech Drive Registrations**” for the **Campaign - Lenovo it4SMB**. Any links to third-party websites are provided solely as a convenience to you. The Company does not endorse the contents on any such third-party websites. The Company is not responsible for the content of, or any damage that may

result from your access to or reliance on these third-party websites and your linking to third-party websites would be at your own risks and consequences.

**Use of Website :** The Company 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, (5) not defame, harass, abuse, or disrupt other users of the Website, (6) not disguise the origin of information transmitted through the Web Site, (7) not place false or misleading information on the Web Site, (8) not input or upload to the Web Site any information that may contain viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Web Site or Information or that infringes the Intellectual Property rights of another, (9) not use or access the Web Site or the Services in any way that, in the Company's judgment, adversely affects the performance or function of the Web Site or interferes with the ability of authorised parties to access the Services or the Web Site, and (10) not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of the Company. Any Unauthorised use of the materials appearing on the Site may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties

**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 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 the Company or the applicable third party (if third party content is at issue). Elements of the Website are also protected by trade name, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All customised graphics, icons, and other items that appear on the Web Site are trademarks, service marks or trade name ("Marks") of the Company, its affiliates or other entities that have granted the Company, the right and licence to use such Marks and may not be used or interfered with in any manner without the express written consent of the Company. Except as otherwise expressly authorised by these Terms of Use, you may not copy, reproduce, modify, amend, lease, loan, sell and/or create derivative works from, upload, transmit, and/or distribute the Intellectual Property of the Web Site in any way without the Company's prior written permission or that of an appropriate third party. Except as expressly provided herein, the Company does not grant to You any express or implied rights to the Intellectual Property of the Company or that of any third party.

The Company hereby further grants You a limited, personal, non-transferable, non-sublicensable, revocable licence to access and use only the Web Site, Content and Services only for the Purposes in the manner presented by the Company. Except for this limited license, the Company does not convey any interest in or to the Company's

Systems, information or data available via the Company's Systems (the "Information"), Content, Services, Web Site or any other property by permitting You to access the Website. Except to the extent required by law or as expressly provided herein, none of the Content and/or Information may be reverse-engineered, modified, amended, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of the Company. You may not make, sell, offer for sale, modify, amend, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content in any way unless expressly permitted to do so by the Company. All rights not expressly granted herein are reserved.

**Posting.** By posting, storing, or transmitting any content on the Website, you hereby grant the Company and/or its affiliates including external associates/partners/sponsors etca 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. The Company 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. The Company is not liable for any damage or harm resulting from any posts by or interactions between user and third party usersThe Company reserves the right, but has no obligation, to monitor interactions between and among users of the Website and to remove any content the Company deems objectionable, in its sole discretion. Any content uploaded by you shall be subject to relevant laws and may disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, the Terms, we may terminate your account/block your access to the Site and we reserve the right to remove any non-compliant content uploaded by you.

With respect to any individual whose personal information is provided by You to the Company, You represent to the Company that You have obtained all necessary consents for the processing of such personal information contemplated by the Services.

## **II. DISCLAIMER OF WARRANTIES**

The Company does not make any warranties, express or implied, with respect to any service, information, data, software, system, functionality, statements, content or products made available on the Website. The information contained in the Website has been obtained from sources believed to be reliable. Your use of this Website shall be at your sole risk. The Website and Services therein are offered on an "AS IS" and "AS AVILABLE" basis. The company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the Services or Website content, or any reliance upon or use of the Website content or Services. Without limiting the generality of the foregoing, the Company makes no warranty:

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

(b) That the links to third-party websites are to information that is accurate, reliable, complete, or timely.

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

(d) As to the results that may be obtained from the use of the website or the services will be corrected.

(e) Regarding any offers/services obtained through the website.

### **III. LIMITATION OF LIABILITY**

The Company will not be liable for any direct, indirect, incidental, special or consequential damages in connection with this Agreement or the Services in any manner, including liabilities resulting from the use or the inability to use the Website content or its elements and services obtained or transactions entered into through the Website or 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 to you.

### **IV. INDEMNIFICATION**

You will release, indemnify, defend and hold harmless the Company and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Website content or your use of the Website content; (3) the Services or your use of the Services (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to the Company. When the Company is threatened with suit or sued by a third party, the Company may seek written assurances from you concerning your promise to indemnify the Company; your failure to provide such assurances may be considered by the Company to be a material breach of this Agreement. The Company will have the right to participate in any defense by you of a third-party claim related to your use of any of the Website content or Services, with counsel of the Company choice at its expenses. The Company will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole responsibility to defend the Company against any claim, but you must receive from the Company, prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Services.

## V. LINKS

The Web Site may contain links to third-party Web Sites and resources (referred to collectively hereinafter as "Linked Sites"). These Linked Sites are provided solely as a convenience to You and not as an endorsement by the Company of the content of such Linked Sites. The Company makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. The Company shall not be responsible for the availability of the Linked Sites or the content or activities of such sites. If You decide to access Linked Sites, You do so at Your own risk. In addition, Your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

## VI TERMINATION.

The Company reserves the right to terminate or suspend your access to the Website at any time and for any or no reason at its sole discretion, even if access and use continue to be allowed to others, 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 the Company may, in its sole discretion and without advance notice to you, cancel any obligations. If your access to the Website is terminated, the Company 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 the Company chooses, in its sole discretion and without advance to you, to terminate it. Upon such termination, You must immediately (a) discontinue Your use of the Web Site, and (b) destroy any copies You may have made of any portion of the Content. Accessing the Web Site, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Furthermore, You agree that the Company shall not be liable to You or to any third party for any termination or suspension of Your access to the Web Site, Information and/or the Services.

## VII. GENERAL

**Force Majeure.** The Company 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.** The Company may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and providing the services.

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

**Effect of Waiver.** The failure of the Company 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.

#### Notice of Copyright Infringement

BCCL is not liable for any infringement of copyright arising out of materials posted on or transmitted through the Site, or items advertised on the Site, by end users or any other third parties. In the event you have any grievance in relation to any Content uploaded on the Site, you may inform the same in writing to -

Bennett, Coleman & Co. Ltd.  
Times Of India Building,  
Dr.D.N.Road,  
Mumbai- 400 001

**Governing Law :** This Website originates from Bangalore, Karnataka. This Agreement will be governed by the laws of India without regard to its conflict of law principles to the contrary. Neither you nor the Company 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 the State of Karnataka. By using this Website, 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 or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**Waiver of Class Action Rights.** BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHER IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

**Domestic Use.** The Company makes no representation that the Website or Services 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, The Company may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

**Waiver.** If any provision of the Agreement shall be found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You may preserve the Agreement in written form by printing them for Your records, and You waive any other requirement for the Agreement to be proved by means of a written document.