

## OMOTEC - TERMS OF USE

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of – ‘www.onmyowntechnology.com’ website a property owned and operated by OMOTEC and a computer program designed to run on smartphones and tablets i.e. a mobile application located at URL - [insert] (“**App**”).

The domain name www.onmyowntechnology.com and any other interface (hereinafter referred to as the “**Portal**”) are owned, by ON MY OWN TECHNOLOGY PRIVATE LIMITED, having (CINU74999MH2018PTC304964), a company incorporated under the Companies Act, 2013 and having its registered and corporate office at Wing-B,1018, Samartha Aishwarya, Above Marks & Spencer, New Link Road, Andheri West, Mumbai 400053, Maharashtra, India, hereinafter referred to as “**OMOTEC**”.

For the purpose of these Terms of Use, wherever the context so requires, the term:

- (i) “**User**” shall mean any Person who seeks to avail the Services of OMOTEC and has access or registered itself on the Portal. For the avoidance of doubt it is clarified that User shall also include a Minor and has access to the Portal through the assistance of Guardian (*as defined below*). The User can register itself on the Portal and make payments in lieu of the Registration Fees and/or Course Fees (*defined below*) as applicable, for availing the Services. The registration will be completed upon the User providing all the registration data as may be required by the Portal using the computer systems.
- (ii) “**Person**” shall mean any individual, natural person, trust, firm, company, governmental authority, joint venture, association, partnership, society or other entity (whether or not having separate legal personality).
- (iii) “**User Content**” means all text, software, scripts, graphics, photos, sounds, videos, audio-visual combinations, interactive features and other materials videos, uploaded or created by any User on the Portal.
- (iv) “**Registration Fees**” shall mean the amount paid by the User to OMOTEC while registering itself with OMOTEC.
- (v) “**Course Fees**” shall mean the amount paid by the User to OMOTEC on or after registering itself with OMOTEC to avail the Services offered by OMOTEC.
- (vi) “**Minor**” shall mean any person who has not completed the age of 18 (eighteen) years.

(vii) **“Guardian”** shall mean parent or court appointed guardian.

(viii) **“Services”** shall mean the services as detailed under Clause 8 of the Terms of Use. User’s use of the Portal and Services are governed by the following terms and conditions (**“Terms of Use”**) as applicable to the Portal including the applicable policies which are incorporated herein by way of reference. By mere use of the Portal, these Terms of use including the policies constitute the User’s binding obligations towards OMOTEC.

Certain terms may be defined in this Terms of Use and wherever such terms are used in this Terms of Use, they shall have the meaning so assigned to them.

For the purpose of these Terms of Use words, importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

Throughout these Terms of Use, OMOTEC's prior written consent means a communication coming from OMOTEC's legal department, specifically in response to the User’s request, and specifically addressing the activity or conduct for which the User seeks authorization.

When the User avails any of the Services provided by OMOTEC, the User will be subject to the rules, guidelines, policies, terms, and conditions applicable to such Services, and they shall be deemed to be incorporated into this document and shall be considered as a part of these Terms of Use. OMOTEC reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to the User. It is the User’s sole responsibility to review these Terms of Use periodically for updates or changes. The User’s continued use of the Portal following the posting of changes shall be deemed to mean that the User accepts and agrees to the revisions. As long as the User complies with these Terms of Use, OMOTEC grants the User a personal, non-exclusive, non-transferable, limited privilege to enter and use the Portal. OMOTEC reserves the right to charge the User, fees for availing of Services. User shall be intimated of the same by OMOTEC.

Accessing, registering, browsing or otherwise using the App indicates the User’s agreement to all the terms and conditions under these Terms of Use. Users are advised to read the Terms of Use carefully before proceeding. By impliedly or expressly accepting these Terms of Use, the User also accepts and agrees to be bound by all OMOTEC’s policies (including but not limited to Privacy Policy available on [www.onmyowntechnology.com](http://www.onmyowntechnology.com) as amended from time to time).

## 1. **Present Business Model**

1.1 OMOTEC is a dynamic research and innovation centre that promotes STEM (Science, Technology, Engineering and Mathematics) concept in the children of all age groups to help them understand the academics and gain meaningful knowledge. OMOTEC encourages young minds to identify problems, ideate solutions, create and innovate implementable solutions through practical applicability, tools and research to solve real world problems. OMOTEC empowers children and get them to believe in self-made technology versus buying ready-made technology.

- 1.2 The scope of services provided by OMOTEC includes, but not limited to, coaching the children in various technologies like robotics, coding, research, LEGO robotics, hands-on practical training from expert engineers within the institute premises, OMOTEC also conducts workshops as part of school curriculum, after school program, workshops for college students and other related activities.
- 1.3 The Users who have registered themselves with OMOTEC for any course will be trained by professional mentors and coaches in making simple machines, gadgets and mechanism with real world components by connecting batteries, switches, wires, buzzers, motors, resistors, capacitors and more. OMOTEC provides the kind of infrastructure and individual workstations to each Users to help them nurture their skills which can lead to employment for aspiring graduates.

## 2. **Membership Eligibility**

- 2.1 Use of the Portal is available only to persons who can enter legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents, person of unsound mind are not eligible to use the Portal.
- 2.2 If a Minor wish to use the Portal, such use shall be made through their Guardian. However, a Minor shall not be allowed to make any payments or any kind of financial transaction through the online portal. OMOTEC shall not be held responsible for any consequence that may arise as a result of misuse of any kind on the Portal that may occur by virtue of any Person including Minor using the Services provided through the Portal. For the avoidance of doubt, it is clarified that all the Terms of Use as set out herein shall apply to the Guardian in case the User is a Minor.
- 2.3 OMOTEC reserves the right to terminate any User' membership and/or refuse to provide such person with access to the Portal if it is brought to OMOTEC's notice or if it is discovered that such User is not eligible to use the Portal or in case of a suspicious transaction OMOTEC shall either cancel such transaction without providing any refund and/or call for the KYC information of such User as it may deem fit.

## 3. **Guardian's Obligations**

The Guardian shall be obligated to:

- 3.1 abide by the policies and regulations of OMOTEC and understand that in serious instances of breach, like damage to OMOTEC's property, bodily harm to another User, the Minor may be asked to leave OMOTEC;
- 3.2 ensure that the Minor is not making any financial transaction to avail the Services through the Portal;
- 3.3 ensure the safety of the Minor and timely pick up and drop of the Minor to the institute premises;

- 3.4 read, understand, accept and make the Minor read, understand and accept the Terms of Use [including but not limited to Terms and Conditions of the ‘Applicant Registration Form’ (hard copy available at the institute premises) and ‘Privacy Policy’ (available on [www.onmyowntechnology.com](http://www.onmyowntechnology.com) or any other policy as amended from time to time)].

#### 4. **User’s Account and Registration Obligations**

- 4.1 To avail the online Services offered by OMOTEC through the Portal the Users have to provide OMOTEC certain required User information including name of the User, email ID, contact number, Address and pin code (“**User Information**”) and create an account (“**Account**”) through a login ID and password (collectively “**Account Information**”).
- 4.2 The User shall be required to pay a minimum Registration Fees as applicable at the time of creating its Account.
- 4.3 The User will be responsible for maintaining the confidentiality of the Account Information and shall be fully responsible for all activities that occur under its Account. The User agrees to (i) immediately notify OMOTEC of any unauthorised use of its Account or Account Information or any other breach of security, and (ii) ensure that the User exits from its Account at the end of each session. OMOTEC cannot and will not be liable for any loss or damage arising from the Users failure to comply with this Clause. The User may be held liable for losses incurred by OMOTEC or any User or visitor of the Portal due to authorised or unauthorised use of the User’s Account as a result of the User’s failure in keeping User’s Account Information confidential.
- 4.4 The User Content and data uploaded by the User will only be shared with those third parties who will be assisting OMOTEC in providing Services to the Users. However, OMOTEC will not share any Account Information that the User has explicitly marked as confidential.
- 4.5 The User shall ensure that the Account Information provided by it in the Portal’s registration form is complete, accurate and up-to-date. Use of another User’s Account Information for availing Services at the Portal is expressly prohibited.
- 4.6 In case Users wish to update or correct the information provided by them they may do so by logging into their account. Users can also change their passwords and other details related to their profile by logging into their account.
- 4.7 The User agrees that if it provides any information that is untrue, inaccurate, not current or incomplete, (or becomes untrue, inaccurate, not current or incomplete) or if OMOTEC has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with the this Terms of Use, OMOTEC shall have the right to indefinitely suspend or terminate or block access of User’s membership on the Portal and refuse to provide the User with access to the Portal.

#### 5. **Payment**

- 5.1 In consideration of the Services offered by OMOTEC through the Portal, the User shall make payments to OMOTEC at such intervals as may be required as per the OMOTEC policies from time to time. The admission of User will be complete only after paying the full Course Fees. Any fees once paid to OMOTEC shall not be refunded under any circumstances.
- 5.2 The User has an option to pay the Registration Fee as applicable and the Course Fees either manually at the institute premises or through the online portal.
- 5.3 While availing any of the payment method/s available on the Portal, OMOTEC will not be responsible for or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to the User due to:
  - 3.2.1 lack of authorization for any transaction(s), or
  - 3.2.2 exceeding the present limit mutually agreed by the User and between bank(s), or any payment issues arising out of the transaction, or
  - 3.2.3 decline of transaction for any other reason(s) whatsoever.
- 5.4 All payments made against the Services on the Portal by the User shall be compulsorily in Indian Rupees acceptable in the Republic of India. The Portal shall not facilitate transaction with respect to any other form of currency with respect to the transactions made on the Portal except in accordance with the existing billing policies of OMOTEC.
- 5.5 The User shall independently obtain tax advice (direct and indirect) and promptly pay, all taxes of any kind (including but not limited to sales and service taxes, as may be applicable) associated with these Terms of Use or User's receipt of the Services.
6. **Expenses**
  - 6.1 Any expenses incurred by way of traveling, photocopy or any other incidental expenses shall be borne by the User, OMOTEC shall not be responsible to reimburse any such expenses incurred, on any request.
  - 6.2 OMOTEC may arrange outstation educational tours/exhibitions for the Users which shall be optional for all the Users, where the User is a Minor, the option to send him/her to such outstation educational tours/exhibitions shall be at the sole discretion of the Guardian.
  - 6.3 The User shall bear all the expenses in connection with these outstation tours/exhibitions. OMOTEC shall not be responsible to reimburse any such expenses incurred, on any request.
  - 6.4 Although OMOTEC strives hard to bring the best opportunity to the User, the Guardian is requested to understand completely and verify all details regarding diet, schedule, modes of transport, and places of visit, stay etc. directly with the authorized tour

operator.

- 6.5 The User is expected to follow the directions of the tour managers/coaches accompanying the outstation educational tour/exhibition. OMOTEC shall not be responsible for changes made by the tour operator. OMOTEC reserves the right to cancel the tour or change the venue due to unavoidable reasons.

## 7. **Services**

- 7.1 OMOTEC provides exclusive coaching services which includes robotics, LEGOrobotics, coding and research within the institute premises. OMOTEC also provides certain services through their online portal which includes the following:

7.1.1 Providing online registration services to the User for the courses offered by OMOTEC through the online Portal; and

7.1.2 To pay the entire Course Fees and the expenses relating to availing services provided by OMOTEC which includes outstation educational tours/ exhibitions and any other any incidental expenses, through the online Portal by using the E-payment gateway.

## 8. **Fraudulent /Declined Transactions:**

OMOTEC payment partner's (being the Payment Gateways and facilitators and Banks) and the fraud detection team constantly monitors User's account in order to avoid fraudulent accounts transactions. OMOTEC reserves the right to initiate legal proceedings against such Persons for fraudulent use of the Portal and any other unlawful acts or omissions in breach of these terms and conditions. In the event of detection of any fraudulent or declined transaction, prior to initiation of legal actions, we reserve the right to immediately delete such User account(s). OMOTEC shall owe no liability for any refunds.

## 9. **Confidentiality**

- 9.1. Users shall keep in strict confidence and consider as confidential, information including but not limited to discoveries, ideas, concepts, inventions, models, data, flow charts, technical procedures, study material, course material, strategy papers, sketches, designs, research papers/articles, research practices, research plans, formulas, methodologies for research/teaching, trade secrets, know-how, laboratory notebooks, physical material not generally known or available outside the OMOTEC and information, physical material entrusted to the OMOTEC ("**Confidential Information**"). For the avoidance of doubt, it is clarified that the User shall not be entitled to download, process or forward any information, including but not limited to information that are uploaded on the Website, even if such information is available publicly as such information / data would fall within the purview of proprietary information of OMOTEC.
- 9.2. The obligation of confidentiality shall be applicable in the event of any disclosure required by regulatory authority or pursuant to any applicable law, provided however

that the other party to these Terms of Use is intimated of the same at the earliest opportunity.

## 10. Use of the Portal

10.1. User agrees, undertakes and confirms that its use of the Portal shall be strictly governed by the binding principles contained herein below. The User shall not host, display, upload, modify, transmit, update or share any information that:

- 9.1.1. belongs to another person and to which User does not have any right to;
- 9.1.2. 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;
- 9.1.3. is 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;
- 9.1.4. is misleading in any way;
- 9.1.5. harasses or advocates harassment of another person;
- 9.1.6. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- 9.1.7. 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;
- 9.1.8. 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 or some other Person's database or proprietary information;
- 9.1.9. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- 9.1.10. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- 9.1.11. provides instructional information about illegal activities such as making or buying illegal weapons or any other objects, violating someone's privacy, or providing or creating computer viruses;

- 9.1.12. contains video, photographs, or images of another person (with a Minor or an adult);
- 9.1.13. tries to gain unauthorized access or exceeds the scope of authorized access to the Portal or to profiles, blogs, communities, account information, bulletins, or other areas of the Portal or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- 9.1.14. engages in commercial activities and/or sales without OMOTEC's prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes.
- 9.1.15. solicits gambling or engages in any gambling activity which OMOTEC, in its sole discretion, believes is or could be construed as being illegal;
- 9.1.16. interferes with another User's use and enjoyment of the Portal;
- 9.1.17. refers to any website or mobile application or URL that, in OMOTEC's sole discretion, contains material that is inappropriate for the Portal or any other website or mobile application or URL, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
- 9.1.18. harm Minors in any way;
- 9.1.19. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or fraudulent or involves the sale of counterfeit or stolen products;
- 9.1.20. violates any law for the time being in force;
- 9.1.21. deceives or misleads the addressee/Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- 9.1.22. impersonates another Person;
- 9.1.23. 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 trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- 9.1.24. threatens the unity, integrity, defence, security or sovereignty of India, India's 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;

- 9.1.25. directly or indirectly, offers, attempts to offer, trades or attempts 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;
- 9.1.26. creates any liability for the Company or causes the Company to lose (in whole or in part) the services of its internet service provider ("ISPs") or other suppliers.
- 10.2. User 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 Portal or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Portal or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Portal. OMOTEC reserves its right to bar any such activity.
- 10.3. User shall not attempt to gain unauthorized access to any portion or feature of the Portal, or any other systems or networks connected to the Portal or to any server, computer, network, or to any of the Services offered on or through the Portal, by hacking, password "mining" or any other illegitimate means.
- 10.4. User shall not probe, scan or test the vulnerability of the Portal or any network connected to the Portal nor breach the security or authentication measures on the Portal or any network connected to the Portal. User may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Portal, or any other User, including any account on the Portal not owned by the User, to its source, or exploit the Portal or any service or information made available or offered by or through the Portal, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than User's own information, as provided for by the Portal.
- 10.5. User shall not make any negative, denigrating or defamatory statement(s) or comment(s) about OMOTEC or the brand name or domain name used by OMOTEC, or otherwise engage in any conduct or action that might tarnish the image or reputation, of OMOTEC on the Portal or otherwise tarnish or dilute any of OMOTEC's 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 OMOTEC. User agrees that he will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Portal or OMOTEC's systems or networks, or any systems or networks connected to OMOTEC.
- 10.6. User agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Portal or any transaction being conducted on the Portal, or with any other person's use of the Portal.
- 10.7. User may not forge headers or otherwise manipulate identifiers in order to disguise the origin or transmittal of any message the User sends to OMOTEC on or through the

Portal or any Services offered on or through the Portal. User may not pretend that he is, or that he represents someone else, or impersonate any other individual or entity.

- 10.8. User may not use the Portal or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of OMOTEC and / or others.
- 10.9. User shall at all times ensure full compliance with the 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 other such 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 the User's use of Services and User's listing, solicitation of offers to avail services, and avail of services. The User shall not engage in any transaction in any service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
- 10.10. Solely to enable OMOTEC to use the User Content supplied to it by the User and to ensure that OMOTEC is not in violation of any rights the User may have in the User Content, the User agrees to grant OMOTEC 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 the User has in the User Content, in any media now known or not currently known. OMOTEC will only use User information in accordance with the Terms of Use and Privacy Policy applicable to use of the Portal.
- 10.11. The User understands that OMOTEC has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Portal) 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 summons. In addition, OMOTEC can (and the User hereby expressly authorizes OMOTEC to) disclose any information about the User to law enforcement or other government officials in accordance to law and including but not limited to the Information Technology(Procedure and Safeguards for Interception, Monitoring and Decryption of Information) Rules, 2009, the Information Technology (Procedure for Safeguards for Blocking for Access of Information by Public) Rules, 2009, the Information Technology (Procedure and Safeguard for Monitoring and Collecting Traffic Data or Information) Rules, 2009, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, or any other law as OMOTEC, in its sole discretion, believes is necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- 10.12. The User acknowledges that OMOTEC is required to report cyber security incidents related information with appropriate authority and relevant data in connection therewith, which report may include data of the Users and their activities on the Portal.

- 10.13. User is responsible for obtaining the data access necessary to use the Services and also for acquiring and updating compatible hardware or devices necessary to access and use Services and any updates thereto. Services may be subject to malfunctions and delays inherent in the use of the internet and/or any electronic communications.
- 10.14. OMOTEC reserves the right, but has no obligation, to monitor the materials posted on the Portal. OMOTEC shall have the right to remove or edit any User Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, the User remains solely responsible for the User Content of the materials he posts on the Portal and in his private messages. Users are advised that such User Content posted does not necessarily reflect OMOTEC's views. In no event shall OMOTEC assume or have any responsibility or liability for any User Content posted or for any claims, damages or losses resulting from use of User Content and/or appearance of User Content on the Portal. User hereby represents and warrants that he has all necessary rights in and to all User Content which he provides 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.
- 10.15. OMOTEC shall have all the right to take necessary action and claim damages that may occur due to User's involvement/participation in any way on his own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).
- 10.16. Any software that is available on the Portal is the property of OMOTEC. The Users may not use, download or install any software available on the Portal, unless otherwise expressly permitted by these Terms of Use or by the express written consent of OMOTEC.
- 10.17. In case a person using the world wide web/internet receives a spam or virus which includes a link to Portal or to any other site maintained, operated or owned by OMOTEC, it should not be held responsible for the same. OMOTEC assumes no responsibility for such mails.

## **11. Trademark, Copyright and Restriction**

All material of, or contained on the Portal, including artwork, computer code, design, structure, selection, co-ordination, expression, the look, feel and arrangement of the content on the Portal, images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. The User must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and also, the User must not assist any other person to do so. The User hereby unconditionally and irrevocably assigns all rights including but not limited to Intellectual Property Rights and copyright in the work resulting from the course/project/coaching of the Applicant anytime during his/her membership with OMOTEC for the entire Territory and in perpetuity and the User agree and acknowledge and make all necessary declarations confirming the aforesaid.

## **12. Disclaimer of Warranties and Liability**

- 11.1. OMOTEC assumes no responsibility for any injuries or loss or damage, which may be suffered by the User or any third parties suffered pursuant to a practice session of the User, during which the video footage is being shot.
- 11.2. OMOTEC shall put their best possible efforts as per the best industrial practices and standards. However, OMOTEC does not warrant or guarantee any kind of assured result of the User. The result of each User shall depend on their own skills and hard work.
- 11.3. EXCEPT AS EXPLICITLY STATED IN THESE TERMS OF USE, THE SERVICES AND THE ACCESS TO THE PORTAL ARE PROVIDED “AS IS,” AND USER’S USE OF THE SERVICES AND THE PORTAL IS AT THEIR OWN RISK. OMOTEC (INCLUDING THE ANY THIRD PARTY ASSISTING OMOTEC IN PROVISION OF SERVICES) DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE PRACTICE. OMOTEC DOES NOT WARRANT THAT THE SERVICES OR PORTAL WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

## **13. Remedy**

Termination or expiration of these Terms of Use, in part or in whole, shall not limit the Company from pursuing other remedies available to it, nor shall the User be relieved of its obligation to pay all monies that are due and owing under these Terms of Use up to the effective date of termination. OMOTEC shall not be liable to the User for any damages resulting solely from termination as permitted herein.

## **14. Indemnity**

The User shall indemnify and hold harmless OMOTEC, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of the User’s breach of this Terms of Use, Privacy Policy and other policies, or the User’s violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

## **15. Force Majeure**

OMOTEC will not be held liable for loss of any data technical or otherwise, or of the information/data or particulars supplied by Users, due to acts of God as well as reasons beyond its control like corruption of data or delay or failure to perform as a result of any cause(s) or conditions that are beyond OMOTEC reasonable control including but not

limited to strikes, riots, civil unrest, government. policies, tampering of data by unauthorized persons like hackers, distributed denial of service attacks, virus attacks, war and natural calamities.

## 16. **Limitation of Liability**

15.1 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF CUSTOMER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Subject to the above and notwithstanding anything to the contrary contained in this Terms of Use, the maximum aggregate liability (whether in contract, tort (including negligence) or equity) of OMOTEC vis-à-vis any User, regardless of the form of claim, be Rs.100/- (Rupees One Hundred Only).

15.3 The foregoing limitations of liability will apply notwithstanding the failure of essential purpose of any limited remedy herein.

## 17. **Applicable Law**

Customer Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Mumbai.

## 18. **Jurisdictional Issues/Availing of Services in India Only**

Unless otherwise specified, the Services on the App is presented solely for availing in India.

## 19. **Jurisdiction for Dispute Resolution**

19.1 Any dispute or disagreement arising out of these Terms of Use including but not limited to issues relating to the rights and liabilities of both the Users and/or OMOTEC, interpretation of these Terms of Use, and all such other issues arising out of these Terms of Use shall be referred to a sole arbitrator appointed by the Chairman / CEO of OMOTEC.

19.2 The arbitration proceedings will be governed by the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Mumbai, India and conducted in English.

19.3 The Terms of Use will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

19.4 To the extent permitted under the Arbitration and Conciliation Act, 1996 the User agrees that all claims, differences and disputes arising under or in connection with or in relation to these Terms of Use, or any transaction entered into on or through the Portal or the relationship between the User and OMOTEC shall be subject to the



exclusive jurisdiction of the courts at Mumbai and the User hereby accedes to and accepts the jurisdiction of such courts.

20. **Contact Us**

Please send any questions or comments (including all inquiries related to copyright infringement) regarding this Portal to [admin@onmyowntechnology.com](mailto:admin@onmyowntechnology.com).

21. **Grievance officer**

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Name of the grievance officer	:	Shekhar Jain
Address	:	Corporate Office Address
Contact number	:	+91 7045200303
email ID	:	<a href="mailto:admin@onmyowntechnology.com">admin@onmyowntechnology.com</a>