

TERMS OF USE

updated 25 sep 2014

GENERAL

Your access to and use of this site is governed by terms and conditions contained herein and all applicable laws. By accessing and using our sites it is construed that the following terms and conditions have been accepted by you unconditionally without any limitation or qualification.

1. ACCEPTANCE OF TERMS

Elokha Infotech Private Limited ("ELOKHA", "WE" or "US" as the case may be) provides the service (defined below) to you, subject to the following Terms of Use (TOU), which may be updated by us from time to time without notice to you. You can review the most current version of the TOU at any time on our site. In the event of us offering other services, such services may be governed by different terms of use and in such cases this TOU do not apply to such other services if and to the extent expressly excluded by such different terms of use. Elokha may also offer other services from time to time that may be governed by different terms of use. This TOU does not apply to such other services that are governed by different terms of use. By viewing, visiting, using, or interacting with this website or with any banner, pop-up, or advertising that appears on it, you agree and bind yourself to all the provisions contained in this TOU and the Privacy Policy of this website.

2. DESCRIPTION OF SERVICE

Elokha currently provides users IT security services, including, various communications tools, shopping services, through its network (the "service"). The service (or parts of it), at Elokha'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)], Service Providers duly appointed by Elokha (collectively, the "channels"). You also understand and agree that the service may include certain communications from Elokha such as service announcements, administrative messages and the Elokha newsletter, and that these communications are considered as part of the Elokha membership and you will not be able to opt out of receiving them as long as you are using our services. Unless explicitly stated otherwise, any new features that enhance or augment the current service, including the release of new Elokha properties, shall be subject to this TOU. You understand and agree that the service is provided "AS IS" and that Elokha assumes no responsibility for the timeliness, delivery, deletion or unusability of stored records or other user settings.

In order to avail 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.



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, but may constitute an invitation for you to place an order. In respect of contracts for the products and services which are made available as part of the service, these shall be deemed concluded when we have confirmed acceptance of your order for the same or have provided you with the product or service pursuant to your order.

3. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of your passwords and account, and are fully responsible for all activities that occur under your passwords or account.

You agree to:

- 3.1 Immediately notify Elokha of any unauthorized use of your passwords or account or any other breach of security.
- 3.2 Ensure that you exit from your account at the end of each session. Elokha cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

4. YOUR REGISTRATION OBLIGATIONS

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

- 4.1 Provide true, accurate, current and complete information about yourself as prompted by the service's registration form (such information being the "registration data") and
- 4.2 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 Elokha has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Elokha 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.

5. UNDERTAKINGS BY THE USER

- 5.1 You agree to not use the service to:
 - 5.1.1 upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, 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;
 - 5.1.2 harm minors, women in any way;
 - 5.1.3 impersonate, or falsely state or otherwise misrepresent your affiliation with, any person or entity, including, but not limited to, a ELOKHA official, or an Official of its Service Provider;
 - 5.1.4 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 Website / Service;
 - 5.1.5 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);



5.1.6 upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

5.1.7 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;

5.1.8 hack in or disrupt the normal operation or otherwise act in a manner that negatively affects our ability to provide our services or to utilize the service or our affiliated networks for purposes other than provided by us;

5.1.9 interfere with or disrupt the website or servers or networks connected to the website, or disobey any requirements, procedures, policies or regulations of networks connected to the website;

5.1.10 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;

5.1.11 commit any fraudulent or unlawful act, whether in relation to any third party provider of products and services on the Service or otherwise

5.1.12 collect or store personal data about any other users in connection with the prohibited conduct and activities set forth in para 5 above.

5.2 You acknowledge and agree that Elokha may preserve your data and may also disclose the same if required to do so by law or in good faith and belief that such preservation or disclosure is reasonably necessary to:

5.2.1 comply with legal process;

5.2.2 enforce the TOU;

5.2.3 respond to claims that you have violated the rights of third-parties;

5.2.4 respond to your requests for customer service; or

5.2.5 protect the rights, property, or personal safety of Elokha, its users and the public.

5.3 You understand that the technical processing and transmission of the Service, including your data, may involve: transmissions over various third-party networks; changes to conform and adapt to technical requirements of connecting networks or devices not in our control; some loss of functionality for enforcing better security or for auditing purposes. This may involve disabling some non-core services and applications thereof; changes made to your system with your prior permission and due record.

5.4 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.

6. ELOKHA'S PROPRIETARY RIGHTS

6.1 You acknowledge and agree that the Website / Service and any necessary software used in connection with the Website / Service ("Software") contain proprietary and confidential information of Elokha and that it 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, 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.



6.2 Elokha grants you a personal, non-transferable and non-exclusive right and license to use the object code of our Software on a single device; 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 Elokha at our website for use in accessing the Service.

6.3 Unless otherwise stated, the contents of this site including, but not limited to, the text and images contained herein and their arrangement are the property of Elokha.

6.4 All trademarks used or referred to in this website are the property of their respective owners. This website reserves the right to deny access to any entity or viewer for any reason.

7. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

7.1 Your accessing or use of the service is at your sole risk without guarantee of any kind. This Website / 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.

7.2 Elokha and its licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents and employees make no warranty that:

7.2. 1 The Website / Service will meet your requirements,

7.2. 2 The Website / Service will be uninterrupted, timely, secure, or error-free,

7.2. 3 The Website / Service will be accessible at any time or at all times via the channel selected or used by you,

7.2. 4 The information, content or advertisements (collectively, the "materials") contained on, distributed through, or linked, downloaded or accessed from or through the website, or the results that may be obtained from the use of the website, will be accurate or reliable,

7.2. 5 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 or any errors in the software will be corrected.

7.3 Any material downloaded or otherwise obtained through the use of the website / 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 or use of any such material.

7.4 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 Is" 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.



7.5 No advice or information, whether oral or written, obtained by you from Elokha 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 TOU.

8. GENERAL INFORMATION

8.1 Entire Agreement: This TOU constitutes the entire Agreement between you and Elokha and govern your use of the Website / 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 TOU does 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.

8.2 Governing Law and Jurisdiction: The TOU and the relationship between you and Elokha shall be governed by the laws of the Republic of India without regard to its conflict of law provisions. You and Elokha agree to submit to the personal and exclusive jurisdiction of the courts located at Coimbatore, India.

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

8.4 Unsubscription: You agree that your Elokha account is non-transferable and any rights to your Elokha ID or contents within your account terminate upon your uninstalling our software from your device. You can also write to us requesting to unsubscribe.

8.5 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 TOU must be filed within one (1) month after such claim or cause of action arose or be forever barred.

VIOLATIONS

Please report violations to: [eushar @ elokha.net](mailto:eushar@elokha.net)

