

IMG Reliance Terms and Conditions

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IMG RELIANCE reserves the right to add, modify, amend, cancel, limit, vary or change, either wholly, or in part, at any point in time, these Terms, without prior notice. Further, IMG RELIANCE reserves the right to withdraw, suspend, alter, modify, change or vary the Website content, the Website, or part thereof, at its sole discretion, without prior notice. All modifications will be posted on the Website and will become effective immediately upon such posting to the Website. Your continued use of the Website after such change or modification shall be deemed to be your agreement to the revised/modified Terms. Please review these Terms regularly to remain informed of any change. If you do not agree to these Terms, please discontinue using this Website immediately.

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This Website is made available free of charge. However, IMG RELIANCE reserves the right to charge subscription or membership fees from a user, in respect of certain product(s) or service(s) provided on this Website.

IMG RELIANCE may make available certain products, services, content and other functionalities (“Services”) through the Website to specific regions. The Services offered in one region may differ from those in other regions inter alia due to (un)availability, local or regional laws, shipment and other considerations. IMG RELIANCE does not make any warranty or representation that a user in one region may access, use or obtain the Services from the Website in another region. Further, IMG RELIANCE reserves the right to terminate or cancel any access or order or redirect a user to a different site, at its sole discretion.

Registration:

In general, you can access and visit our Website without registering on the Website or otherwise revealing your identity or any personal information about yourself. However, access to certain Services and products, as well as the ability to interact with other users on the Website, require completion of a simple registration process

wherein you may be required to reveal your identity and/or other information about yourself. The information sought at the time of registration may include your name, age, email address, place of residence, mobile number, and account name on social networking websites (such as Facebook and Twitter). You must provide complete and accurate information about yourself, and notify us to keep this information up to date. Additionally, by registering on the Website and submitting your information, you confirm that you have read and agree to these Terms and IMG RELIANCE's Privacy Policy for the Website, available at <http://www.imgreliance.com/privacy-policy> ("Privacy Policy"). IMG RELIANCE may, at its sole and absolute discretion, refuse to accept registration applications.

Privacy and Information Gathered and Tracked:

By accessing this Website, you hereby agree and understand that your IP Address, device used to access the Website and other demographics will be logged and recorded. All information collected from you, including registration information, is subject to the Privacy Policy. Information submitted through any registration, feedback or questionnaire forms on the Website is stored in a database. Specifically, we may store the name, e-mail address and mobile number of the visitors to our Website who wish to interact with us. Such information will be primarily used to facilitate interaction between users of the Website and us as well as to avail of certain products and Services on the Website. We may also use such information to send out information and updates about the Indian Super League and the Website, as well as occasional promotional materials, including alerts on new services/features offered by the Website. We guarantee that personal information about users will be used strictly in accordance with our Privacy Policy.

IMG RELIANCE does not collect any personal data or information for any other purposes than those mentioned herein.

Website Content:

This Website is owned, controlled and operated by IMG RELIANCE. All materials, including illustrations, statements, opinions, views, articles, photographs, products, images, artwork, designs, text, graphics, logos, button icons, images, audio and video clips and software (collectively, "Content") are protected by copyrights, trademarks and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us. Except where otherwise agreed in writing with IMG RELIANCE in writing, material on the Website is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, sell, create derivative works from, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written

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User Contributed Content:

You are responsible for any notes, images, comments, messages, e-mails, billboard postings, photos, drawings, profiles, opinions, ideas, videos, audio files or other materials (collectively, "User Content") posted, shared or transmitted to the Website. You agree that any User Content posted by you may be used by IMG RELIANCE, including for the creation of derivative works that might include such User Content, consistent with its Privacy Policy and Terms as mentioned herein and you are not entitled to any payment or other compensation for such use.

You may not use the Website in any improper or unlawful manner or in breach of any legislation or license that applies to you. You agree to comply with all reasonable instructions that we may provide from time to time regarding use of the Website.

You also agree to allow IMG RELIANCE to post or provide a link to any User Content that you have posted or provided in your social networking page, including your Twitter page, on the Website. You further agree that the IMG RELIANCE shall be entitled to edit, reproduce, copy, distribute, create derivative works from, sublicense, transfer and otherwise publish any User Content contributed by you, in such form and media as IMG RELIANCE chooses, without any requirement of consent from, or payment to you.

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Use of the Website:

In using this Website, you agree not to:

upload, download, publish, post, share, display, email or otherwise transmit any User Content that is or may be construed to be:

unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, paedophilic, inflammatory, libellous, tortious, hateful;

racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable or disparaging; or

invasive of any individual's rights including but not limited to rights of celebrity, privacy and intellectual property.

impersonate any individual or entity or falsely state or otherwise misrepresent your affiliation with any individual or entity;

upload, download, publish, post, share, display, email or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other intellectual, proprietary right, privacy right or other right of any party;

upload, download, publish, post, share, display, email or otherwise transmit any User Content that may be or contain anything which is technically harmful (including, without limitation, a computer virus, malware, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);

upload, download, publish, post, share, display, email or otherwise transmit any User Content that facilitates or promotes any illegal activity or encourages money laundering or gambling;

upload, download, publish, post, share, display, email or otherwise transmit any User Content that is contributed for commercial gain;

disrupt or interfere with any other user's use, access and/or enjoyment of the Website; and

(viii) threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or cause incitement to the commission of any cognizable offence or prevent investigation of any offence or insult any other nation.

By uploading any User Content you represent and warrant that you have the lawful right to reproduce and distribute such content and that the User Content complies with these Terms, as well as all local and national laws, regulations and ordinances.

Third party interaction and links to third party sites:

The Website may contain links to other third party websites which are not owned, operated or endorsed by IMG RELIANCE and you hereby release and discharge the IMG RELIANCE Indemnified Parties (as defined herein) from any and all claims,

losses and damages arising out of the use of, or inability to use, or access such third party websites or links. IMG RELIANCE hereby disclaims all liability or responsibility for the content hosted or made available on or products/merchandise purchased from, or information provided by you/collected from you by such third party websites. You are advised to review the terms and conditions of such third party websites carefully before visiting, accessing, using or availing of the services of such third party websites.

Correspondence, advertisement, purchase or promotion, including the delivery of and the payment for goods and/or services, and any other term, condition, warranty or representation associated with such correspondence, purchase or promotion, pertaining to such third party website is solely between you and the applicable third party and is at your sole risk. IMG RELIANCE shall not be responsible or liable in any manner whatsoever for transactions, information provided by / collected from you and interaction with such third party websites and/ or any losses sustained in that regard.

Intellectual Property

All Content featured or displayed on this Website, including trademarks, trade names, logos, service marks, photos, pictures, audio, video, design, layout and all other content and intellectual property rights, belongs to, is the property of IMG RELIANCE, and/or used under valid license / authorisation. Unauthorised copying, use, reproduction, distribution, modification, alteration, dissemination, reposting, hyper-linking, deep-linking, framing, mirroring, downloading or any other use of the Content on this Website in any manner whatsoever is strictly prohibited.

Warranty and Liability Disclaimer:

IMG RELIANCE is constantly endeavoring to improve the quality of the Website. Accordingly, the form and nature of the Website and any services provided therefrom may change from time to time without any prior notice to you. IMG RELIANCE reserves the right to introduce and initiate new features, functionalities, components to the Website and/or change, alter, modify, suspend, discontinue or remove the existing ones without any prior notice to you. Further, IMG RELIANCE is entitled to discontinue (either permanently or temporarily) one or more of the services provided or terminate the Website without any prior notice to you. IMG RELIANCE may also prescribe certain limits on the use of the Website and/or services or storage of Content and/or User Content at its sole discretion without any prior notice to you while at all times complying with the Privacy Policy. In consideration for IMG RELIANCE granting you access to and use of the Website and services, you agree that IMG RELIANCE and its third party providers and partners may place such

advertising on the services or in connection with the display of Content or information from the services, whether submitted by them or others.

All Content, information, features, services and materials on this Website are provided to you in good faith on an “AS IS” and “AS AVAILABLE” basis, without any representation, warranty or guarantee of any kind, either express or implied. Particularly, no warranty regarding performance, fitness for a particular purpose; uninterrupted access, security; accuracy, completeness, timeliness or up-to-date information; or freedom from errors, virus, malware, Trojans, bugs, worms, infections, etc., is given in connection with this Website or use thereof.

IMG RELIANCE does not warrant that:

This Website will be constantly available, or available at all; or

The information on this Website is complete, true, accurate or not misleading.

This Website is controlled and operated from India and IMG RELIANCE makes no representation that the Content, information or materials made available herein are appropriate or will be available for use in other locations. Access and use of this Website from outside of India is entirely at your sole risk and you agree and undertake to be responsible for compliance with all applicable local laws and agree to release, discharge and absolve the IMG RELIANCE Indemnified Parties from any liability or loss in this respect. Nothing on this Website constitutes, or is meant to constitute, advice of any kind.

IMG RELIANCE, its affiliates, officers, directors, partners, employees, agents, representatives, licensors, licensees and its sponsors are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages arising out of or relating in any way to the Website or any of the Services offered on the Website.

Accuracy of Information:

The information presented on this Website has been compiled by IMG RELIANCE from various sources including from external sources. No representation is made or warranty given as to the completeness or accuracy of such information. This Website may contain typographical errors, incomplete or out of date information. IMG RELIANCE reserves the right to make changes to the Content, User Content and information on this Website, or to the services described therein, or update such information at any time without notice, but IMG RELIANCE makes no commitment to correct or update this information.

Indemnification:

You represent, warrant and covenant (a) that you will fulfil your obligations hereunder these Terms in good faith; and (b) that no materials of any kind provided by you (including User Content) will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain defamatory or otherwise unlawful material. To the fullest extent permissible under applicable laws, you hereby agree to release, indemnify, defend, and hold harmless IMG RELIANCE and its affiliates, officers, directors, partners, employees, agents, representatives, licensors, licensees, sponsors, suppliers and third party service providers (collectively, the “IMG RELIANCE Indemnified Parties”) from and against any and all claims, liabilities, losses, expenses, damages, and costs, including without limitation, reasonable attorneys’ fees, incurred by the IMG RELIANCE Indemnified Parties resulting from your use of, or inability to use, the Website; unavailability, withdrawal, modification, suspension, interruption, discontinuance or variation of the Website; or any violation by you of these Terms or the foregoing representations, warranties and covenants. IMG RELIANCE reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you.

Communication:

IMG RELIANCE can be contacted for any queries in relation to this Website, by using the contact information specified in the ‘Contact’ page on the Website.

Infringement Notification:

In good faith, if you have reason to believe that any material or Content or User Content posted or otherwise made accessible on the Website, violates these Terms, or is infringing of your proprietary rights, or is prohibited or restricted by applicable laws, rules and regulations, or is abusive or threatens and harms other users of the Website, please compile the following information and email it to: contact@imgreliance.com. The email must contain the following information:

A clear identification of the allegedly prohibited/infringing/unlawful/abusive material on the Website (with specific URL reference);

Your contact details: name, address, e-mail address and phone number;

In case of an alleged violation of proprietary rights (including copyright, trade-mark or privacy rights): a statement that you believe, in good faith, that the use of the proprietary material allegedly infringed on the Website is not authorised by you or your agent or the law;

A statement that you believe, in good faith, that such material is prohibited/unlawful/abusive;

A statement that the information provided in the notice is accurate, and under penalty of perjury and that the signatory is authorised to act on your behalf.

The email notification provided by you hereunder shall be executed by your electronic signature or the electronic signature of the person directly affected by the violation of these Terms by the Content or User Content. IMG RELIANCE may contact you for any further information and reserves the right to determine, at its sole discretion, whether such Content or User Content violates these Terms or is otherwise abusive/prohibited/unlawful, and may take such action it deems appropriate. If you resort to any malafide use of the notification process set out above, IMG RELIANCE reserves the right to restrict your access to the Website.

Assignment:

You may not assign your rights and obligations under these Terms without the prior written consent of IMG RELIANCE. IMG RELIANCE may assign its rights and obligations to a third party upon issuing written notification via an announcement on the Website.

Governing law, jurisdiction and dispute resolution:

This Website, including the Content and User Content and information contained herein, shall be governed by the laws of the Republic of India. All disputes arising out of the Website shall be governed by the laws of the Republic of India India, without having regard to conflict of laws principles, and the courts at Mumbai shall have exclusive jurisdiction to adjudicate all disputes.

Notwithstanding the above, disputes and claims shall be settled by arbitration to be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996, by a sole arbitrator to be appointed by IMG RELIANCE. The arbitration proceedings shall be conducted in the English language and the venue of arbitration shall be Mumbai. The arbitrator shall decide any such dispute or claim strictly in accordance with the governing law. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The costs and expenses of the arbitration, including the fees of the arbitrator shall be borne equally by each party to the dispute or claim; and each party shall pay its own fees, disbursements and other charges of its counsel. The arbitration award shall be final, conclusive and binding on each of the parties that were parties to the dispute.

Notwithstanding anything to the contrary contained anywhere in these Terms, you agree that monetary damages may not be an adequate remedy for the losses that may be sustained by IMG RELIANCE from a breach of the terms and conditions of this Website and accordingly, IMG RELIANCE shall be entitled to seek an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain you from committing any violation of these Terms.

Non-compliance with the Terms and Termination:

Non-compliance with any of the Terms shall result in termination of access and/or right to use the Website. IMG RELIANCE retains the right to deny access to the Website, without notice, to anyone who it believes has violated any of these Terms or does not accept these Terms.