

## **TERMS AND CONDITIONS OF USE**

### 1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

### 3. Copyright notice

- 3.1 Copyright (c) 2013, X-Ciel Consulting Pvt. Ltd.
- 3.2 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### 4. Licence to use website

- 4.1 You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;
  - (d) stream audio and video files from our website; and
  - (e) use our website services by means of a web browser subject to the other provisions of these terms and conditions.
- 4.2 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 4.3 Unless you own or control the relevant rights in the material, you must not:
  - (a) republish material from our website (including republication on another website);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;
  - (d) exploit material from our website for a commercial purpose; or
  - (e) redistribute material from our website.

### 5. Acceptable use

- 5.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 5.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.
- 5.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## 6. Limited warranties

- 6.1 We do not warrant or represent:
  - (a) the completeness or accuracy of the information published on our website;
  - (b) that the material on the website is up to date; or
  - (c) that the website or any service on the website will remain available.
- 6.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 6.3 To the maximum extent permitted by applicable law and subject to Section 7.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## 7. Limitations and exclusions of liability

- 7.1 Nothing in a contract under these terms and conditions will:
  - (a) limit or exclude any liability for death or personal injury resulting from negligence;
  - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
  - (c) limit any liabilities in any way that is not permitted under applicable law; or

- (d) exclude any liabilities that may not be excluded under applicable law.
- 7.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in a contract under these terms and conditions:
  - (a) are subject to Section 12.1; and
  - (b) govern all liabilities arising under that contract or relating to the subject matter of that contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in that contract.
- 7.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 7.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 7.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 7.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 7.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## 8. Assignment

- 8.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 8.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## 9. Law and jurisdiction

- 9.1 A contract under these terms and conditions shall be governed by and construed in accordance with Indian State Law & Indian Company Law.
- 9.2 Any disputes relating to a contract under these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of Noida, India.

## 10. Statutory and regulatory disclosures

- 10.1 We are registered in Ministry Of Corporate Affairs - Government of India; you can find the online version of the register at [mca.gov.in](http://mca.gov.in), and our LLPIN/CIN/Form INC-1 Ref No is U74120UP2013PTC055248. Incorporation Date. 25/02/2013

## 11. Our details

- 11.1 This website is owned and operated by X-Ciel Consulting Pvt. Ltd.
- 11.2 We are registered in Ministry Of Corporate Affairs - Government of India under Indian Company Law. Our CIN- U74120UP2013PTC055248, and our registered name is X-Ciel Consulting Pvt. Ltd.
- 11.4 You can contact us by writing to the business address given above, by using our website contact form, by email to [xcielconsulting@gmail.com](mailto:xcielconsulting@gmail.com) or by telephone on +91-(9899) 410-100.