

## **Terms of Use – IBEF Website**

### Introduction

1. Welcome to the India Brand Equity Foundation website, [www.ibef.org](http://www.ibef.org) (“IBEF Website”). The IBEF Website is a knowledge centre for global investors, international policy-makers and world media seeking updated, accurate and comprehensive information on the Indian economy, states and sectors and is to promote, create international awareness and provide information about Made in India label. The website is owned by IBEF and is maintained by GenX Info Technologies Pvt Ltd. The website is hosted by i2k2 Networks (P) Limited and is located within India.

2. The terms and conditions contained herein for the use and access to [www.ibef.org](http://www.ibef.org) (hereinafter referred to as "Terms") govern your use of this website, all the web pages, reports that are part thereof and all content, data, images, flowcharts, data-charts etc. and services offered therein. Your use of our website(s) signifies that you agree to abide by the Terms in their entirety and consent to our Privacy Policy as enumerated below. If you do not wish to be bound by these terms of use, then you may not access, display, use, download and/or otherwise copy or distribute any of the content of this IBEF Website.

### Use of the website

3. You agree that your use of IBEF Website is for lawful purposes only. You agree that you will not use this website for any unlawful purpose, including for commission of a criminal offence; causing defamation, abusing, threatening, making vulgar or obscene comments; to gain unauthorized access to other computer systems; or for the transmission of unlawful material.

4. You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of IBEF Website, and that you will not take any action that imposes an unreasonable or disproportionately large load on infrastructure supporting/ hosting the IBEF Website.

5. You agree that you will not use any automatic device or manual process to monitor IBEF Website or copy our web pages or the content contained herein (data held or stored in any removable storage medium), without the prior express consent from IBEF.

6. You agree that you will not introduce or cause to introduce any computer contaminant, computer virus or disrupt inter-alia IBEF computer network.

### General disclaimer

7. You agree to access and use this site entirely at your own risk.

8. IBEF, its trustees, employees, officials, agents, representatives, vendors or suppliers shall not be responsible for any direct or indirect consequential or other damage/ loss suffered (of any kind whatsoever) or incurred by you related to your use of, or your inability to access or use the content or IBEF Website or any functionality of IBEF Website.

### Choice of law

9. You agree that IBEF Website is owned and operated within India and therefore, the terms of use of IBEF Website are governed by the laws of India. You consent to the exclusive jurisdiction of courts at New Delhi only in the event of any dispute. In all judicial actions, arbitrations, or disputes resolution methods, the parties waive any punitive damages.

Information

10. While every effort is made to ensure that the information provided on IBEF Website is current and accurate, you agree not to assume that the information on IBEF website is always current or accurate, and you agree to consult other sources of this information before making any decision to act on the information (which may contain technical inaccuracies and typographical errors) displayed on IBEF Website.

11. You agree that IBEF shall not assume responsibility or liability for any inaccuracy, error or omissions etc in the IBEF Information and shall have no obligation related to IBEF Information. IBEF reserves the right to make changes, corrections, cancellations and/ or improvements to IBEF Information including the IBEF Website, and to the products and programmes on IBEF Website, at any time without notice.

12. You agree that the content, data, charts, images, flow charts and information displayed on IBEF Website, whether current and/ or future (“IBEF Information”) is the property/ ownership of IBEF. You agree that downloading/ copying, reproduction, selling/ exploiting, distribution and/ or re-transmission of IBEF Information, other than for non-commercial personal use, is strictly prohibited without the express, prior written consent of IBEF.

13. You agree that IBEF Website may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other intellectual property rights of IBEF and/or other parties. No licence to or right in any such trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights of IBEF Website or of Made in India Brand and/or other parties is granted to or conferred upon you without the express written consent of IBEF.

14. All IBEF Information is provided on ‘As is Basis’ and “as available” basis. IBEF makes no representations about the suitability of this information for any purpose and disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. You acknowledge that your use of the website is at your sole risk and that you assume full responsibility for all costs associated with use of this website. Under no circumstances will IBEF be liable to any person or business entity for any direct, indirect, special, incidental, consequential, or other damages based on any use of, or inability to use, the information or reports or data etc. made available on the website or any other website to which this website is linked, including, without limitation, any lost profits, business interruption, or loss of programs of information or otherwise. In addition, IBEF ([www.ibef.org](http://www.ibef.org)) also assumes no responsibility and shall not be liable for any damage to, or viruses that may infect your computer equipment or other property on account of your access to, use of this website, or downloading of any materials, data, text, images, video or audio from this Site.

15. Information on the website may contain technical inaccuracies or typographical errors. The information contained on the website may be changed at any time without prior notification or obligation. IBEF/ [www.ibef.org](http://www.ibef.org) makes no commitment to update the information or other materials entered in the website. IBEF/ [www.ibef.org](http://www.ibef.org) does not warrant that its web pages will be uninterrupted or error-free. IBEF/ [www.ibef.org](http://www.ibef.org) reserves the right to withdraw access to the pages at any time.

16. This website provides external links to other websites. The fact that we have such links must not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information and content provided by the external link is done so at your own risk. No endorsement of products, services, or firms is intended, nor is criticism implied of those not mentioned. Third-party advertising and promotional material may be displayed on the site from time to time, and the display of such material should not be construed as IBEF endorsing or creating any relationship between Made in India Label (IBEF) and that third party. Reliance on any such promotional or advertising material is entirely at your own risk. 15. Further, for non IBEF websites that are referenced in our website or where a hyperlink appears, IBEF/ [www.ibef.org](http://www.ibef.org) makes no warranties concerning the accuracy or reliability of the information in these websites and assumes no responsibility for material created or published by third parties contained therein. In

addition, it is up to you to take precautions and to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

17. Any third party wishing to link IBEF Website to their website must obtain express written permission from IBEF by directing such request to the contact mentioned at the end of this terms of use; and permission may be granted on terms and conditions agreed.

18. You agree not to do any of the following:

- a) Impersonate any person or entity or misrepresent your identity or affiliation with any person or entity;
- b) Engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet;
- c) Delete any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify;
- d) Post, distribute, or otherwise make available or transmit material or make statements that do not generally pertain to the designated topic or theme of any Forum;
- e) Take any action that might compromise the security of the website,
- f) Interferes with the use of the website by others.

19. We also reserve the right to comply with any order or otherwise cooperate with law enforcement officials regarding the identification of any user alleged to be accessing the website or service in violation of the law.

#### Privacy Policy

20. We respect the privacy of all visitors to this site. You may use this site without providing any personal information. However, so that we can continually assess the popularity of the site and improve it for our visitors, we collect information on the number of visits to the site, pages viewed etc.

#### General

21. This Privacy Policy outlines the information we may collect and how we may use that information. This Privacy Policy is applicable to IBEF and [www.ibef.org](http://www.ibef.org). When leaving this website, please read the privacy policy applicable to the site you are visiting. If you do not agree with this Privacy Policy, please do not use this website. The following information is designed to help visitors understand what information we gather from our website, and how we handle the information once we gather it.

22. IBEF/ [www.ibef.org](http://www.ibef.org) will not collect any personally-identifiable information about you (e.g. your name, address, telephone number or email address) through website unless you have provided it to us voluntarily or without your consent. If you do not want your personal data collected, please do not submit it to us.

23. In order to respond to your questions or fulfill your requests, it may be necessary to ask for personal information such as your name, address, e-mail address and telephone number. We may use this information to respond to your requests, or to contact you via mail, e-mail or phone to fulfill your request.

24. When you do provide us with personal data, we may use that information in the following ways, unless stated otherwise: we may store and process that information to better understand your needs and how we can improve our products and services; we may use that information to contact you; and/or we may provide other third parties with aggregate - but not individual - information about visitors or users of our sites.

25. We do not now or in the future intend to sell, rent or market personal data about you to third parties.

26. We may use information to ensure that users are compliance with our terms. IBEF/ www.ibef.org may disclose information in special cases when we have reason to believe that disclosing this information is necessary due to government/ court directions and/or to identify, contact or bring legal action against someone who may be causing injury to or interference with IBEF property, visitors, or anyone else that could be harmed by such activities.

27. In some cases, we may collect information about you that is generic in nature and is not personally identifiable. Examples of this type of information include the type of Internet Browser you are using, the type of computer operating system you are using, and the domain name of the website from which you linked to our Site.

28. "Cookies" – Information Placed Automatically on Your Computer

When you view one of our sites, we may store some information on your computer. This information will be in the form of a "cookie" or similar file and will help us better serve you. Cookies are small text files that a website transfers to your hard disk or browser, which may then store the cookie on your hard drive. Cookies may tell us the time and length of your visit, the pages you look at on our sites, and the site you visited just before coming to ours. We may also record the name of your Internet service provider. This information allows us to measure site activity to tailor information to suit your individual preferences. The goal is to save you time and provide you with a more meaningful visit. By showing how and when our visitors use this Site, this information can help us to improve our website on a continual basis. We do not use cookies to gather personal information such as a person's name or e-mail address. In order to measure the effectiveness of our online presence, www.ibef.org may use cookies to identify repeat visitors to our Site, and to determine the path visitors take on the website. Any information gathered by the use of cookies is compiled on an aggregate, anonymous basis. If you do not wish to receive cookies, or want to be notified when they are transferred, you may set your web browser to do so, if your browser so permits. Please refer to your Browser instructions or help screen to learn more about these functions.

**If you have questions about these Terms of Use and/ or Privacy Policy please Contact:**

Deepthy Ambooken

Executive

India Brand Equity Foundation

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