



GENERAL TERMS AND CONDITIONS (GLOBAL PLATFORM)

For Use of **Starmark Consultant™** Services

This License Agreement is between Starmark Consultant™ (IN), operating as Starmark/SCON ("we or us") and the individual or company to whom SCON™ has agreed to supply the Online Services and Materials ("you"). The following terms and conditions govern your use of the online/offline services supplied by Starmark (the "Online Services") and the materials and content available therein ("Materials"):

1. LICENCE; RESTRICTIONS ON USE

1.1 Subject to any Supplemental Terms which may apply for Specific Materials, you are granted a non-exclusive, non-transferable, limited license to access and use the Online Services and Materials from time to time made available to you for the purposes only of (i) research or study, (ii) providing professional services to your clients, and (iii) providing academic services to students.

This license is subject to the following limitations:

(a) The right to electronically display Materials retrieved from the Online Services is limited to the display of such Materials primarily to one person at a time, subject to the Supplemental Terms for Specific Materials;

(b) The right to obtain a printout of Materials is limited to a printout of a reasonable portion of the Materials obtained using the printing commands of the Online Services or your web browser software and the creation of a single printout of a reasonable portion of the Materials downloaded via downloading commands of the Online Services or your web browser software (collectively, "Authorized Printouts"); and

(c) The right to retrieve and store machine-readable copies of Materials is limited to the retrieval of a single copy of a reasonable portion of the Materials included in any individual file of the Online Services using the downloading commands of the Online Services or your web browser software and storage of that copy in machine readable form for no more than 90 days primarily for one person's exclusive use, Insubstantial electronic copies of the Materials may be stored beyond the time restriction referred to in this clause 1(c) where; (i) the Materials have been incorporated into advice provided to a specific client in respect of a specific matter; and/or (ii) the Material is required to be kept for some legal, regulatory or evidential requirement. This clause is subject to the overriding obligation upon YOU not to create your own independently searchable database of the Materials unless otherwise Approved by Starmark Consultant's CEO. This clause is also restricted to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms for Specific Materials;

1.2 To the extent expressly permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms for Specific Materials, you may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

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1.4 All right, title, and interest (including all copyrights and other intellectual property rights) in the Online Services and Materials (in both print and machine-readable forms) belong to us or our third party suppliers. You acquire no ownership of copyright or other intellectual property rights or proprietary interest in the Online Services, Materials, or copies thereof.

1.5 Except as specifically provided herein, you may not use the Online Services or Materials retrieved from the Online Services in any fashion that infringes the copyright or proprietary interests therein.

1.6 You may not remove or obscure the copyright notice or other notices contained in Materials retrieved from the Online Services.

1.7 Other provisions that govern your use of Materials are set forth in your applicable price schedule, the Supplemental Terms for Specific Materials, online descriptions of files, online notices following file selection, and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into these General Terms and Conditions.

2. ACCESS TO SERVICES

2.1 Only your employees and support personnel authorized by both us and you shall be entitled to access and use the Online Services and Materials ("Authorized Users").

2.2 Except for use incidental to occasional, short-term travel, you may not use an identification number to access the Online Services and Materials from outside the country for which it was issued.

2.3 Your identification number(s) may be restricted from accessing certain Materials otherwise available in the Online Services.

2.4 Materials and features may be added to or withdrawn from the Online Services and the Online Services otherwise changed without notice.

2.5 You must ensure that each person having access to the Online Materials/Services/Features:

(a) Is an Authorized User; and

(b) Is using those Online Services and Materials only in accordance with these General Terms and Conditions and the Additional Terms as Approved/Authorized by 'us'.

2.6 For Subscribers to Our Services, annual subscriptions are calculated on the basis of an agreed number of Investigations. Subscribers who exceed the agreed number of Investigations within their subscription period will be subject to additional charges per investigation at SCON's then prevailing rate.

3. LIMITED WARRANTY

3.1 We represent and warrant that we have the right and authority to make the Online Services and Materials available pursuant to these General Terms and Conditions.



3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND WE MAKE NO EXPRESS WARRANTIES UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THAT THE ONLINE SERVICES AND MATERIALS ARE OR WILL BE COMPLETE OR FREE FROM ERRORS OR THAT INFORMATION WILL CONTINUE TO BE AVAILABLE TO US TO ENABLE US TO KEEP THE ONLINE SERVICES AND MATERIALS UP-TO-DATE.

4. LIMITATION OF LIABILITY

4.1 To the maximum extent permitted by law, a Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption to the supply of the Online Services or any features thereof or any Materials, (c) Subscriber's use or misuse of the Online Services or Materials (regardless of whether you received any assistance from a Covered Party in using or misusing the Online Services), (d) your use of any equipment in connection with the Online Services, (e) the content of Materials, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any negligence of a Covered Party or its employees, contractors or agents in connection with the performance of our obligations under this agreement.

4.2 "Covered Party" means (a) us, our affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of us or our affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

4.3 Our liability to you for breach of any condition or warranty implied under any law which cannot be lawfully modified or excluded by this agreement shall, to the extent permitted by law, be limited at our option to supplying the Online Services or Materials again or paying for their re-supply. Nothing in this Agreement is intended to exclude liability for death or personal injury resulting from any negligence by us.

4.4 Our liability to you for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that you caused or contributed to that loss or damage.

4.5 SUBJECT TO CLAUSE 4.3, THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS SHALL NOT EXCEED THE AMOUNT OF YOUR ACTUAL DIRECT DAMAGES. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.6 SUBJECT TO CLAUSE 4.3, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY.



4.7 The Materials are provided for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgement or to provide legal advice with respect to particular circumstances.

4.8 Whilst reasonable efforts are made to keep the Materials up to date, you should obtain independent verification or advice before relying upon any piece of information in circumstances where loss or damage may result.

4.9 Any password / ID number issued by us to an Authorized User is personal and confidential to that Authorized User. If we suspect that any password / ID is being used by an Unauthorized User or a different Authorized User to the person to whom it was issued, that Password / ID may be cancelled.

5. MISCELLANEOUS

5.1 This Agreement is for the minimum period specified in the Service Execution Period (the ‘SEP’). In the event that no Notice of Termination has been received by SCON prior to 90 days before expiry of the SEP, this Agreement shall continue for a further period equal to the initial SEP. In such circumstance, the total annual price paid by the Subscriber will be initial annual SEP price plus 25% (or actual usage level for the preceding year, whichever is the higher) for the duration of the additional SEP, and so on for subsequent SEP’s unless the Subscriber is eligible for discounts with the Approval from SCON CEO. This Agreement, including the Additional Terms, may be changed from time to time as described below or by written agreement.

Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by SCON immediately without prior notice. Your subscription for access to the Online Services may be terminated immediately upon notice to SCON by email if any change is unacceptable without any refunds unless the Subscriber/You have not utilized at least 20% of our Service & at the sole discretion of SCON’s CEO. Continued use of the Online Services following any change constitutes acceptance of the change.

5.2 Either party may terminate the subscription for access to the Online Services. You may terminate this agreement by giving SCON at least 90 days’ written notice, to expire the day before the anniversary of the commencement date or minimum period (whichever is the longer) as specified in the Order Form/Insertion Order/Contract. SCON may terminate this agreement by giving at least 30 days’ notice. SCON may terminate this agreement with no notice as well if you are found to conduct Unaccepted or Unethical activities. SCON will have no obligation in this event to refund any charges paid in advance for Services. SCON may suspend or discontinue providing the Online Services to you without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

5.3 Neither Party will disclose to any third party details of this Agreement or any of the negotiations undertaken in relation to this Agreement without the prior written consent of the other.

5.4 Except as otherwise provided herein, all notices and other communications to you hereunder shall be in writing or displayed electronically in the Online Services by the provider thereof. Notices to you shall be deemed to have been properly given on the date posted, if posted; on the date first made available, if displayed in the Online Services; or on the date



received, if delivered in any other manner. Notices to us should be sent to your account representative.

5.5 The failure of us or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.6 You may not assign your rights or delegate your duties under these General Terms and Conditions or any Additional Terms without our prior written consent.

5.7 These General Terms and Conditions and the Additional Terms shall be governed by and construed in accordance with the governing laws of the Indian Penal Code (IPC).

5.8 Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

5.9 We will use personal information collected about Authorized Users for the purposes of (a) providing access to and use of the Online Services to Authorized Users, (b) providing customer support, billing and other similar activities related to the Online Services, and (c) keeping Authorized Users informed about products, services, offers and upcoming events and to improve our services. We may also provide personal information about Authorized Users to third parties for the purpose of providing Authorized Users with direct marketing offers which we think may be of interest. If you do not wish to receive information about other products, services, offers and events, notify us in writing (email only) which we confirm upon receipt.

5.10 In accordance with the Data Protection Act 1998, We will provide and export personal information about Authorized Users to other members of our company group, including Starmark Consultant™ in India, for the purposes of (a) providing access to and use of the Online Services to Authorized Users, and (b) providing customer support, billing and other similar activities related to the Online Services.

5.11 Save for the owners of any intellectual property supplied by us, no third parties shall acquire any rights under this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.