

TERMS & CONDITIONS FOR WWW.DAVANAM.COM

Welcome to the portal <http://www.davanam.com> (the "Website"). The content of this Website is the property of Davanam Jewellers Private Limited. (the "Company"). The Company is in the business of selling Gold, Silver, Diamonds, Gemstone, Platinum Jewellery, Loose Diamonds, 24k foil Items and other Jewellery products via this Website ("Services").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE

If you do not agree to this Terms of Use you may not use this Website. By using this Website, you signify your agreement to this Terms of Use as well as the Website's Privacy Policy (which is hereby incorporated by reference herein.). This Terms of Use sets out the legally binding terms of the Services available on the Website as well as at the terms of use of this Website. This Terms of Use along with the Privacy Policy extends to both users who visit the Website but do not transact business on the Website ("Users") as well as users who are registered and are authorized by the Website to transact business on the Website ("Members"). The Company reserves the right to modify or terminate any portion of the Website or the Services offered by the Company for any reason, without notice and without liability to you or any third party. You are responsible for regularly reviewing the Terms of Use so that you will be apprised of any changes. Nothing in this Terms of Use should be construed to confer any rights to third party beneficiaries.

Definitions

PRODUCT SALES: "Jewellery" means the jewellery that is pre-designed or jewellery sets with diamonds that are available for sale on our website. Please note that all Jewellery is sold "as is" and do not allow the Members to make any changes on them.

"Mounts" are defined as designs which may or may not have diamonds that hold a gemstone / gemstones in place. Members can select Mounts and diamonds separately to create customized Jewellery. "Loose Diamonds" are individual diamonds that can be bought without being set on Mounts

SERVICES: Members of saving scheme can make the payment for their respective saving scheme through the third party payment gateway form the website.

TERMS AND CONDITIONS OF SERVICE

1. Description of Services.

This Website provides access to trading, pricing, Option for paying Saving Scheme Instalments, news and other information services related to Gold, Silver, Diamonds, Precious Gems and jewellery. Certain Services available on this Website are for the use of Members only. Please note that some of the terms under these Terms of Use differ for purchases for personal consumption and investment purchases. This Website offers services for Members who wish to purchase diamonds for personal consumption and is inclusive of both, customized and readymade Jewellery.

The Website also offers services to sell diamonds for investment. The Website displays diamonds and stones that are specifically recommended for the purpose of investment.

Some items may appear slightly larger or smaller than actual size due to screen defaults and photography techniques. Sometimes the items may be represented larger than the actual size in order to clearly show details or smaller than the actual size in order to show the entire item.

2. Registration.

All Users will be required to register on the Website and become Members prior to the completion of any transaction / purchase on the Website. To register onto the Website the User will have to provide Personal Information (as defined in the Privacy Policy) and choose a user name (email id) and password. Registration is only a one time process and if the Member has previously registered, he shall login / sign into his / her account. If you are interested in receiving information on newsletter on jewellery, you will have to agree to receive such information by signing a form whereby you also agree not to share any of the information provided with any other third parties. You will be required to provide us with your name and other details, including but not limited to, e-mail, contact number & contact address.

3. Pricing.

All prices indicated are in Indian Rupees as per the official exchange rate on the date the order is placed. Prices and items are subject to change without notice. Infrequently, data may be inaccurately displayed on the Site due to system or other errors. DAVANAM reserves the right to correct any and all errors if and when they do occur. DAVANAM is not responsible for, and will not honour, typographical or calculation errors. Any extra services provided such as gifting options not included in the price or offered independently on the Site, as specified, or at check-out will be charged extra. Taxes are charged at the current tax rate and the final taxes due may depend on the destination in the shipping instructions and in the check-out page.

4 . Payment.

All payments shall be in Indian Rupees only. Payment details must be given at the time of placing the order online in the form provided. All orders shall be processed only after the payment information has been validated. Payment may be made by credit card, DD, Cheque & Online Transfer. If your payment is in US\$ or Any other currencies, your international credit card provider or bank will determine the exchange rate and may add an additional processing or administration charge in relation to such payment, which you will be liable to pay. Should there be an occurrence of an error while processing the payment caused due to your Internet connection, server error, issues with the related third party payment site or due to any circumstance beyond Davanam's direct control, Davanam shall not be held liable in any manner whatsoever. When completing a credit card transaction, you must use your own credit card for the transaction. Davanam will not be liable for any credit card fraud in relation to any payment made and you shall disclaim Davanam of any liability whatsoever. The liability arising from fraudulent use of a credit card will lie with the apparent purchaser and the onus to 'prove otherwise' shall be exclusively on the purchaser.

Refunds: Any refunds due by the Company to the Member for non-availability of products or for selection of alternate product shall be made in the following manners:

- Credit card: The credit card account of the Member will be re-credited with the refund amount by the Company. The refund amount will be credited to the Member's account within the time span stipulated by the bank which has issued the credit card; or
- Cheque or wire transfer: The refund amount shall be deposited into the bank account of the Member by the Company within seven (7) business days after the receipt of request for refund by the Company; or
- Cash or demand draft: If the Member has made an over the counter purchase by paying via cash or demand draft, the Company shall pay the refund amount to the Member through a demand draft within seven (7) business days after the receipt of the payment by the Company.

5. Security.

Davanam uses industry-standard encryption technologies when transferring and receiving customer data (including credit card information) exchanged with the website server. All other data transfer is conducted through a secure phone line.

6. Shipping and Delivery.

Delivery is currently made only within India. Davanam may accept orders from persons residing outside of India subject to legal, regulatory and other restrictions, provided the delivery address is in India and the payment on the credit card is validated. However, International deliveries may be accepted on a case-by-case basis subject to the possibility of shipping to and the export regulations governing such country. Users choosing to access this Site from locations outside India are solely responsible for compliance with local laws if and to the extent local laws are applicable. In order to place an order on the Site, it is necessary to specify the address and details of the person who will collect the shipment at the time of purchase. At the time of placing the order, you have to state the full name of the recipient as stated in his / her government approved photo identification and provide the method and details of photo identification intended to be presented by the recipient. At the point of delivery, in order to collect the physical product, the recipient will have to provide any one of the following government approved photo identification cards as previously indicated at the time of order placement:

- Permanent Account Number (PAN) card
- Ration Card
- Drivers License
- Voter's Identification Card
- Passport

Delivery shall be made by the courier agent only after the photo and name of the recipient is verified and confirmed by such courier agent. To ensure safe and secure delivery of the package the courier agent will also note down the details of the government photo identification. The recipient of the package must cooperate with the courier or delivery agent by providing required and valid copies of his / her government approved photo identification. All information collected during this process shall remain subject to Davanam Jewellerr's Private Limited's Privacy Policy . In case you want any other person to receive the delivery on your behalf you need to specify details of the same at the time of ordering (as specified above) and delivery to such person under your instructions shall be deemed to be a full and complete delivery and you shall take all responsibility for any such delivery. All items shall be delivered directly to the person as specified at the point of ordering and Davanam will be unable to (under any circumstances whatsoever) change the recipient details once the order has been processed. All shipping charges and other local charges shall be borne by you. Recipients accepting delivery should not accept deliveries where the box or packaging has been tampered with or if the box is empty. The recipients receiving the delivery must open the package and check its contents prior to accepting the delivery and/or signing the delivery receipt. Should you find the box tampered with or empty or inconsistent with the order placed as stated in the order form, in addition to not accepting such a delivery the authorized personnel at Davanam must be contacted without any delay whatsoever. The relevant contact information has been provided hereinafter. If the recipient is not available at the time of delivery, the courier/delivery company shall try and deliver the item thrice before returning the same to DAVANAM. All costs of re-shipment and handling in the case of non-delivery shall be chargeable to the user. Delivery guarantee is subject to terms and conditions of the courier company. Any inconsistencies in name or address will result in non-delivery of the product. In the event that a non-delivery occurs on account of a mistake by

you (e.g., wrong name or address, failure to provide specified photo identification) any extra cost incurred by Davanam for re-delivery shall be claimed from the person placing the order.

7. International Delivery and Shipping.

International orders are accepted subject to possibility of shipping and the export regulations governing such country. Please make telephonic enquires prior to placing orders. Local dues should be paid by the purchaser as per rules in each country. We are reachable at the contact information as provided herein prior to ordering online and our staff would be happy to assist you. India is 5 ½ hours ahead of GMT (Greenwich Mean Time). Delivery shall be deemed complete once the package is delivered to and signed by the designated recipient as stated at the time of the order. Once the delivery slip is signed and the package accepted by the authorized recipient, Davanam has completed its service to you and shall not be liable thereafter in any capacity whatsoever.

8. Time Period for Delivery.

The time within which the item purchased is delivered to you may vary based on the availability of the items in the inventory, the location of the delivery and/or the customising of the items purchased as requested by you. Should the item be available in Davanam's inventory, delivery can be made within 12 days anywhere in India. In the case of International Shipping and deliveries, depending on the export procedure for each country, Davanam can make the delivery in a time period of 8- 9 weeks. For items that require Davanam to customise items as specified in the website, a minimum of 4 weeks and a maximum of 12 weeks would be required depending on the complexity of the items to be customised. For an export item, an additional 15 days over and above the time to manufacture the item would be required before the item reaches you. Delivery estimates are indicative/illustrative only and actual delivery times may vary. In the event that your delivery request is time sensitive, you are requested to contact Davanam in advance of placing your order. You may receive updated delivery information at any time by contacting us via e-mail or phone as provided in the contact information provided hereinafter.

9. Proof of Order.

The submission of the ordering form is a confirmation by you of the selected item/s of jewellery ordered by you and acts as a record of the same,

10. Conditions for return.

Returns of any item(s) purchased on the Site will be governed by the general Davanam return policy. Acceptance of returned items by Davanam will be subject to the following conditions and procedures: All items must have the original security tag, label and certificate and must be returned in the same conditions as delivered by Davanam

- Any item returned showing signs of wear or engraved, altered, resized (by anyone / entity other than the Davanam) or damaged in any other manner shall not be accepted for return or exchanged for other jewellery products available on the Site for an equivalent value or higher only.
- Custom orders (and with engraving, special ring size, etc.) cannot be accepted for return, refund or exchange.
- All shipping and handling expenses involved in the return of the item(s) shall be chargeable to you.

- All requests for return of product have to be placed within seven (7) days from the date of delivery. No return requests after seven (7) days from delivery will be processed.
- Once the return is confirmed at the call centre, Davanam will send a packaging cover, which has to be used to return the product. The item has to be packed in front of the courier agent.
- All requests for returns shall be affected so as to reach Davanam to be addressed to the address mentioned herein within 7 days (Seven Days) from the date of original receipt, in a specially provided envelope/package that will be sent to you on your intimating Davanam of your basis of dissatisfaction with the item(s) via phone/email stated herein.
- After the product has duly reached our office and after the satisfactory inspection of the product for its condition and accuracy, we will refund the applicable amount to your credit card after deducting reasonable processing expenses, as necessary.

11. Disclaimer.

All items of jewellery are subject to availability. While Davanam endeavours to provide the most accurate, up-to-date materials available, the information, materials, products, pricing, and services available on this site may include inaccuracies, typographical errors, or outdated information. Moreover, Davanam may make modifications or changes to the site or the information, materials, products, and services described in this site at any time, for any reason. Davanam is not responsible for and need not honour typographical or pricing errors on the site; Davanam reserves the right to refuse or cancel orders at any time, including but not limited to orders that contain incorrect prices or product descriptions, orders in which Davanam believes the customer has violated applicable law, and orders that Davanam believes are harmful to it or its affiliates. You are encouraged to clarify any queries you might have in advance of placing your order. You may contact us via e-mail or phone as provided in the contact information provided hereinafter. You assume the sole risk of making use or relying on the information, materials, products, and services available on this site. Davanam makes no representations about the suitability, completeness, timeliness, reliability, legality in your jurisdiction, or accuracy of the information, materials, products, and services described or contained in this site for any purpose. Except as set forth in any warranty policy statement applicable to products sold on the Site, all information, materials, products, and services are provided 'as is' and 'as available' without warranty of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. Unless otherwise specified, the materials on the Site are displayed solely for the purposes of promoting Davanam's products and services available in India and for shipping within India.

12. General terms of sale.

Goods once sold are not subject to return. In exceptional circumstances, the return shall be subject to the conditions of return as expressly stated hereinabove. DAVANAM shall be bound by the warranty on the items purchased. In the event of a conflict between these Terms and Conditions and any terms specified on the product warranty, the terms and conditions on the product warranty shall govern the sale.

- Dents, breakages, colour changes, or any other consequences of usage will not warrant a free exchange, repairs and/ or replacements.
- Davanam manufactures jewellery with care and caution. However, when jewellery is set with gemstones, some gemstones may come loose on rare occasions. If such stones that were supplied by Davanam come off their setting, they will be replaced free of cost, if brought to us in original condition without damage and without any tampering.

- DAVANAM manufactures jewellery and silverware in various purity grades which are mentioned on the bill. The purity grade so mentioned will be the lowest purity grade used in the product and the product may actually use higher purity grades in part or whole.
- 'Melting purities' mentioned are as would be when the item is melted and the homogeneous sample is tested with a 'Fine Assay' test. Other non-destructive tests may display different results.
- We do not negotiate prices and all prices are final. Prices include cost of material, labour charges, manufacturing wastages, Gemstones, packaging, delivery, insurance and handling charges for deliveries within India.
- Gold and silver metal rates mentioned on the bill are for reference purposes only and do not include the above charges.
- You are requested to preserve the "Cash Bill" for all future transactions regarding the items contained therein. Under VAT this is the "Tax Invoice". VAT rate is 1%. The term Sales Tax is to be construed as "Value Added Tax".
- Davanam Buy back terms may vary from time to time. You are requested to check with our showroom staff at the time you wish to re-sell exchange or convert your piece into other jewellery.
- Disputes, if any, are subject to the jurisdiction of the courts of Bangalore.
- The Diamonds sold under this guarantee have been sourced from legitimate sources not involved in funding conflict and in compliance with United Nations resolutions.
- The seller hereby guarantees that these diamonds are conflict-free, based on personal knowledge and written guarantees provided by the sources.

13. Guarantee For Diamond.

This guarantee puts our seal on your trust & faith thus ensuring authentic quality. We guarantee that in all jewellery containing diamonds, the diamonds are natural diamonds of fine grades and fine proportions. They possess a rare intrinsic quality and are hand-picked individually from the best raw materials from the finest mines and sources. This assures you authenticity forever.

14. Guarantee For Gold & Silverware.

Davanam guarantees the purity of the gold and silverware as stated in your bill. Gold jewellery is manufactured in 22kt and 18kt purities. The same is indicated along with the product specifications.

15. Terms for repair.

Should your jewellery/Silverware need repairs we will make the appropriate repairs, subject to the "Terms and Conditions" stated on your bill. Breakages, dents and colour changes or any other consequences of usage will not warrant free repairs or replacement.

16. Resale – Long Term:

The Site ordinarily does not offer buy back transactions. Buy back terms at Davanam retail showrooms may vary from time to time. You are requested to check with our showroom staff at the time you wish to re-sell exchange or convert your pieces into other jewellery.

17. Buying many items and returning some.

Davanam does not allow buying many items for comparison with intent to keep the one you like best and return of the others. This leads to locking inventory and we are subject to increasing overheads. Hence we discourage this practice. If you wish to know more about the product please contact us through the contact information provided herein, prior to ordering online and our staff would be happy to help you to make your decision.

18. Risk of Loss.

All items purchased from Davanam are made pursuant to a shipment contract; the risk of loss and title for such items pass to you upon delivery of the items by the carrier.

19. Trademarks.

Davanam Jewellerrrs Private Limited, Davanam, www.davanam.com, Blossoms our logos, our policies, our Site content, designs, text graphics, pictures, the site design, look and feel, information, data, etc., are together known as "Site Materials" and are proprietary and may be protected by trademarks and other laws in various jurisdictions. Imitating or using the same may infringe these rights. Unless explicitly stated herein, nothing in these Terms and Conditions shall be construed as conferring any license to intellectual property rights whether by estoppels, implication, or otherwise. Davanam and or other permitted agents may restrict the use of their site to certain infringers or incorrect users at any time.

Counterfeit Warning. Davanam merchandise is available exclusively from the Site as stated herein and Davanam retail stores. Buyers should be wary of purported Davanam merchandise sold through unauthorized channels. Please beware of counterfeits.

Contact Information.

Address:

Davanam Jewellerrrs Pvt. Ltd.,
No.8, Kamraj Road, Commercial Street Junction,
Bangalore – 560 042
Ph. No.(+91) (80) 41418181, 41418101
Fax. No: (+91)(80) 41418150
Email: crm@davanam.com

20. Accuracy of Information.

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

21. Product Information.

DAVANAM cannot guarantee that the products and selections appearing on the Site will be available, either through the Site or at retail locations all the time. All product descriptions, specifications and colours, are subject to change at any time without notice. The particular technical specifications and settings of your computer and its display could affect the accuracy of its display of the colours of products offered on the Site.

The Content of the Site and products, selections and prices (if any) displayed on the Site do not constitute offers to sell and only constitute DAVANAM's invitations to offer. As a result, DAVANAM takes no responsibility for loss caused to any person based on reliance on any information on the Site and retains the right to amend or retract any Content or invitations to offer on its own terms and in its sole discretion at any time and without notice.

22. Indemnification.

You agree to defend, indemnify and hold harmless DAVANAM, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorney's fees) arising out of or related to any Content you post store or otherwise transmit on or through our Site or your use of inability to use our Site, including without limitation any actual or threatened suit, demand or claim made against DAVANAM and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the Content, your conduct, your violation of these terms & conditions or your violation of the rights of any third party.

23. Warranty and Liability Disclaimer.

The Site and the Content herein is provided by DAVANAM in good faith on an "as is", "as available" basis and DAVANAM does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of the Site. Further, DAVANAM makes no representations or warranties of any kind, express or implied, as to the operation of the Site, the information, the content, materials or products included. Except to the extent as provided by the applicable law, DAVANAM disclaims all responsibility as to the information, Content, materials or products arising from the use of the Site, whether direct, indirect, consequential or otherwise.

24. Limitation of Liability.

Your use of the site is at your own risk, Davanam shall not be liable for any loss of use, interruption of business, lost profits or lost data, direct, indirect, punitive, incidental, special, consequential, or other damages arising out of or in any way connected with this site or use of the content of this site, whether based on contract, tort (including negligence), strict liability or otherwise.

25. Termination.

DAVANAM may immediately, without notice, deny you access to the Site if, in DAVANAM's opinion, you fail to comply with any term or provision of the terms and conditions set forth herein.

26. Applicable Law.

The Site, including the Content and information contained herein, has been created and controlled by DAVANAM The laws of India will govern these Terms and Conditions and disputes, if any, and the courts of Bangalore, India shall retain exclusive jurisdiction. As such, the laws of India shall govern the disclaimer, legal notices, Privacy Policy, order form and any transaction completed using the Site.

27. Disclosure.

If required by law, court order or in the good faith belief that disclosure is otherwise advisable, we may disclose your information.

By continuing to use this website you represent and warrant that you are at least 18 years of age. You warrant that you will use this site in accordance with these terms and conditions and all applicable laws and regulations. You acknowledge and agree that your purchase of any items online shall be governed by these terms and conditions.

YOU HEREBY INDEMNIFY, DEFEND, AND HOLD THE COMPANY, THE COMPANY'S DISTRIBUTORS, AGENTS, REPRESENTATIVES AND OTHER AUTHORIZED USERS, AND EACH OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS, AND ALL OF THE FOREGOING ENTITIES' RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES AND COSTS ARISING FROM YOUR USE OF THE WEBSITE.

YOU EXPRESSLY UNDERSTAND THAT UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE COMPANY BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO: (i) THE USE OR THE INABILITY TO USE THE WEBSITE AND / OR SERVICES; OR (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE AND / OR SERVICES OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE AND / OR SERVICES; OR (v) ANY OTHER MATTER RELATING TO THE WEBSITE AND / OR SERVICES.

THE COMPANY OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS BE RELIEVED OF ALL ITS RESPONSIBILITIES, IF ANY, IN THE EVENT OF FAILURE OF PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND THE COMPANY'S REASONABLE CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOUR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOUR OR MATERIALS, NATURAL DISASTERS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR ANY REASONS BEYOND THE REASONABLE CONTROL OF THE COMPANY OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER THE COMPANY NOR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR (A) ANY INCOMPATIBILITY BETWEEN THE WEBSITE AND / OR SERVICES AND ANY OTHER WEBSITE, SERVICE, SOFTWARE OR HARDWARE OR (B) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE WITH ANY TRANSMISSIONS OR TRANSACTIONS RELATING TO THE WEBSITE IN AN ACCURATE OR TIMELY MANNER.

THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN CONTENT, INFORMATION AND MATERIALS ON THE WEBSITE AND / OR SERVICES, INCLUDING, WITHOUT LIMITATION ANY THIRD PARTY SITES OR SERVICES LINKED TO THE WEBSITE AND / OR SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, THAT THE DEFECTS WILL BE RECTIFIED, OR THAT THE WEBSITE OR THE SERVERS THAT MAKE SUCH CONTENT, INFORMATION AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE AND / OR SERVICES ARE ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD TO YOUR COMPUTER SYSTEM.

IN THE EVENT OF BREACH OF THE TERMS AND CONDITIONS OF THIS TERMS OF USE BY THE USER, THE USER SHALL BE PROMPTLY LIABLE TO INDEMNIFY THE COMPANY FOR ALL THE COSTS, LOSSES AND DAMAGES CAUSED TO THE COMPANY AS A RESULT OF SUCH A BREACH. FURTHER IN THE EVENT OF YOUR BREACH OF THIS TERMS OF USE, YOU AGREE THAT THE COMPANY WILL BE IRREPARABLY HARMED AND WILL NOT HAVE AN ADEQUATE REMEDY IN MONEY OR DAMAGES. THE COMPANY THEREFORE, SHALL BE ENTITLED IN SUCH EVENT TO OBTAIN AN INJUNCTION AGAINST SUCH A BREACH FROM ANY COURT OF COMPETENT JURISDICTION IMMEDIATELY UPON REQUEST. THE COMPANY'S RIGHT TO OBTAIN SUCH RELIEF SHALL NOT LIMIT ITS RIGHT TO OBTAIN OTHER REMEDIES. ANY FAILURE OF THE COMPANY TO EXERCISE OR ENFORCE ANY RIGHT OR PROVISION OF THIS TERMS OF USE SHALL NOT OPERATE AS A WAIVER OF SUCH RIGHT OR PROVISION.

I HAVE READ THE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.