

TERMS AND CONDITIONS

1. YOUR ACCEPTANCE

1.1. This website is provided to the user / viewer (“**user**”, “**you**”, “**your**”) by Essen Computers Limited (“ECL”). By accessing / using this website i.e. <http://www.essencomputers.com> (which together with its sub-domains, is referred to as the “**Essen Computers Website**” or the “**Website**”), you, notwithstanding whether or not you are an Account Holder, are signifying that you have read, understood and accepted :-

- a) these terms and conditions (the “**Terms and Conditions**”);
- b) the Essen Computers privacy policy (available at: <http://www.essencomputers.com/privacypolicy> and incorporated here by reference (the “**Privacy Policy**”);

The Terms and Conditions, the Privacy Notice are hereinafter referred to as the “**Terms of Use**”.

- 1.2. By accessing or using the Website, or in any way contributing to the Website, you agree to abide by these Terms of Use. If you do not agree to the Terms of Use, please **do not use and/or visit** the Essen Computers Website.
- 1.3. The Terms of Use may be revised / modified by us in our sole discretion from time to time without any notice to you and you agree to be bound by such modifications or revisions Essen Computers advises you to periodically review the most recently updated version of the same available at <http://www.essencomputers.com/terms>
- 1.4. Nothing herein shall be deemed to confer any third-party rights or benefits.
- 1.5. The Terms of Use were last revised on January 1st, 2008.
- 1.6. You expressly acknowledge that the contents of this Website are provided on a ‘as-is’ basis, and Essen Computers makes no representations or warranties of any kind as to the Website’s availability or the contents of this Website. Essen Computers retains the right to impose limits on certain features and services, or restrict your access to parts or the entire Website without notice or liability.
- 1.7. Essen Computers will not be liable for any damages whatsoever arising out of your use of the Website, and you acknowledge that your use of the Website is entirely at your risk.

2. ESSEN COMPUTERS WEBSITE

- 2.1. The Terms of Use apply to all the Users of the Essen Computers Website, including those who have created an account on the Essen Computers Website (“**Account Holders**”).
- 2.2. The Essen Computers Website may contain links to third-party websites (“**Third-Party Sites**”) that are not owned or controlled by Essen Computers. Essen

Computers assumes no responsibility for the content, privacy policies, or practices of any Third-Party Sites. In addition, Essen Computers will not and cannot censor or edit the content of any Third-Party Sites. By using the Website, you expressly relieve Essen Computers from any and all liability arising from your use of any Third-Party Site.

- 2.3. Essen Computers advises these Terms of Use and you to read the terms and conditions and privacy policies of each of the Third-Party Sites that you visit through the links provided on the Essen Computers Website.

3. ESSEN COMPUTERS ACCOUNTS

- 3.1. On the Essen Computers Website, you have access to a host of services (the “**Essen Computers Services**”). In addition to the Essen Computers Services, certain services listed below, are reserved to be availed **only** by the Account Holders (“**Privileged Services**”):

- a) Access all materials as available in the Library including Whitepapers , Case studies , Articles , News Events etc. on the Essen Computers Website.
- b) Make changes to the information i.e. the User’s name, last name, email address, password, country, postal code, gender, date of birth, address and other details (all collectively referred to as “**Information**”) submitted while making the User Account.

- 3.2. In order to access the Privileged Services of the Essen Computers Website, you need to create an account (“**User Account**”) by clicking on the link labeled “New User? Sign up for FREE” (available at <http://www.essencomputers.com/newuser> on the Essen Computers Website. No User is authorized to use / access / visit the User Account of another Account Holder without his / her express permission.

- 3.3. When creating your User Account, the Information provided about yourself must be true, accurate and complete. If you provide any information that is untrue, inaccurate or incomplete or if Essen Computers has reasonable grounds to suspect that such information is untrue, inaccurate or incomplete, Essen Computers has the right to suspend/terminate your User Account and refuse any and all current / future use of the Privileged Services.

- 3.4. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. You must notify Essen Computers immediately of any breach of security or unauthorized use of your User Account.

- 3.5. Essen Computers will not be liable for losses caused by any unauthorized use of your User Account. However, you may be liable for the losses suffered by Essen Computers or others due to such unauthorized use of your User Account.

4. GENERAL USE OF THE WEBSITE – PERMISSIONS AND RESTRICTIONS

Essen Computers hereby grants you permission to access / use / visit the Essen Computers Website as set forth in the Terms of Use, provided that:

- 4.1. You agree that you shall not, in any way, deface or vandalize this Website, or prevent or restrict others from using the Essen Computers Website.
- 4.2. You agree not to interrupt or attempt to interrupt the operation of the Essen Computers Services and / or the Privileged Services or the Essen Computers Website, in any way, or disobey any requirements, procedures, policies or regulations of networks connected to the Website, the Essen Computers Services and / or Privileged Services.
- 4.3. You agree not to distribute, in any medium, any part of the Essen Computers Website, including, but not limited to, Essen Computers FLASH modules without Essen Computers' prior written authorization.
- 4.4. You agree not to alter or modify any part of the Essen Computers Website, including but not limited to Essen Computers' embeddable player or any of its related technologies.
- 4.5. You agree not to access the Essen Computers FLASH modules or the Essen Computers Content (as defined in Clause 5.1 below) through any technology or means, other than the video playback pages of the Website itself, the Essen Computers embeddable player, or other explicitly authorized means that Essen Computers may designate.
- 4.6. You agree not to use the Essen Computers Website, including the Essen Computers embeddable player for any commercial use. Prohibited commercial uses include any of the following actions:
 - a) sale of access to the Website or its related services (such as the embeddable Player) on another website;
 - b) use of the Website or its related services (such as the embeddable player), for purposes not consistent with the theme of Essen Computers; and
 - c) any use of the Website or its related services (such as the embeddable player) such that Essen Computers finds, in its sole discretion, amounting to the use of Essen Computers' resources or Essen Computers FLASH modules having an effect of competing with, or displacing the market for Essen Computers, Essen Computers Content, or its Essen Computers FLASH modules.
- 4.7. You agree not to use or launch any automated system, including without limitation, "robots", "spiders", or "offline readers", which accesses the Website in a manner that sends more request messages to the Essen Computers servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Essen Computers grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Essen Computers reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website,

nor to use the communication systems provided by the Website (e.g. comments, email)² for any commercial solicitation, and other related purposes.

- 4.8. You agree not to engage in the use, copying, or distribution of the Essen Computers Content, unless you have purchased the same through Essen Computers, including any use, copying, or distribution of Essen Computers' FLASH modules obtained through the Website, for any commercial or related purposes.
 - 4.9. You agree not to circumvent, disable or otherwise interfere with security-related features of the Essen Computers Website or features that prevent or restrict the use or copying of any Essen Computers Content or enforce limitations on use of the Essen Computers Website or the Essen Computers Content therein.
 - 4.10. In addition to the abovementioned, you agree that you will not:
 - a) post content in an inappropriate category or areas on the Website;
 - b) violate any laws, third party rights, or the Terms of Use;
 - c) use Essen Computers Website if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from the Essen Computers Website;
 - d) transfer your User Account (including feedback) to another party without the consent of Essen Computers;
 - e) distribute, upload, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, chain letters spam or any other form of solicitation.
 - f) distribute viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware or telecommunications equipment that may harm Essen Computers, or the interests or property of Essen Computers users;
 - g) copy, modify, or distribute content from Essen Computers Website and / or Essen Computers' copyrights and trademarks;
 - h) harvest or otherwise collect information about Users, including email addresses, without their consent;
 - i) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
 - j) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your own Information) from Essen Computers Website without the prior expressed written permission of Essen Computers and the appropriate third party, as applicable; or
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- k) interfere or attempt to interfere with the proper working of Essen Computers Website or any activities conducted on Essen Computers Website.
- 4.11. You will otherwise comply with these Terms of Use and all applicable local, national, and international laws and regulations.
- 4.12. Essen Computers reserves the right to discontinue any aspect of the Essen Computers Website at any time without giving notice of the same.

5. YOUR USE OF ESSEN COMPUTERS CONTENT ON THE WEBSITE

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the Essen Computers Website:

- 5.1. The content on the Essen Computers Website, including without limitation, the text, software, scripts, FLASH modules, graphics, photos, sounds, music, videos, interactive features and the like (“**Essen Computers Content**”) and the trademarks, service marks and logos contained therein (“**Marks**”), are owned by or licensed to Essen Computers, subject to copyright and other intellectual property rights under the law.
- 5.2. Essen Computers Content on the Website is provided to you ‘as is’ for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Essen Computers reserves all rights not expressly granted in and to the Website and the Essen Computers Content.
- 5.3. You may access Essen Computers FLASH modules solely:
- a) for your information and personal use;
 - b) as intended through the normal functionality of the Essen Computers Service;
- 5.4. You may access Essen Computers Content, Essen Computers FLASH modules and other content only as permitted under the Terms of Use. Essen Computers reserves all rights not expressly granted in and to the Essen Computers Content, the Privileged Services and the Essen Computers Services

6. ACCOUNT TERMINATION POLICY

6.1 Essen Computers will terminate a User’s access to the Website if, under appropriate circumstances, they offend more than once. The first offence will result in a warning being given to the user.

7. WARRANTY DISCLAIMER

- 7.1 You agree that your use of the Essen Computers Website shall be at your sole risk. To the fullest extent permitted by law, Essen Computers’ officers, directors, employees,

licensors affiliates, partners and agents disclaim all warranties, express or implied, in connection with the Website and your use thereof. Essen Computers makes no warranties or representations about the accuracy or completeness of the Essen Computers Content and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of the same; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website; (iii) unauthorized access to or use of our secure servers and/or any and all information and/or financial information stored therein; (iv) interruption or cessation of transmission to or from the Website; (iv) bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Website by any third party; and/or (v) errors or omissions in any Essen Computers Content or for any loss or damage of any kind incurred as a result of the use of any Essen Computers Content posted, emailed, transmitted, or otherwise made available via the Essen Computers Website. You should use your best judgment and exercise caution where appropriate.

7.2 Further Essen Computers and its licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents and employees make no warranty that:

- a) the Essen Computers Services and / or the Privileged Services will meet your requirements;
- b) the Essen Computers Services and / or the Privileged Services will be uninterrupted, timely, secure, or error-free;
- c) the Essen Computers Services and / or the Privileged Services will be accessible at any time or at all times via the channel selected or used by you;
- d) the Essen Computers Content contained on, distributed through, or linked, downloaded or accessed from or through the service, or the results that may be obtained from the use of the service, will be accurate or reliable;
- e) the quality of any products, services, information, or other items displayed, purchased or obtained by you through or in connection with the Essen Computers Services and / or the Privileged Services will meet your expectations; or
- f) any errors in the software will be corrected.

7.3 Essen Computers does not warrant, endorse, guarantee, or assume any responsibility for the resolution, size, brightness, sound, color contrast of the Essen Computers Advertisements and / or Essen Computers Content that is displayed on the Essen Computers Website.

8. LIMITATION OF LIABILITY

- 8.1 In no event shall Essen Computers, its officers, directors, employees, licensors, affiliates, partners or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we or our officers, directors, employees, licensors, affiliates, partners as the case may be, have been advised of the possibility of such damages) resulting from any (i) errors, mistakes, or inaccuracies of the Essen Computers Content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website; (iii) unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (iv) interruption or cessation of transmission to or from the Website; (iv) bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Website by any third party; and/or (v) loss or damage of any kind incurred as a result of your use of any Essen Computers Content posted, emailed, transmitted, or otherwise made available via the Essen Computers Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
- 8.2 You specifically acknowledge that Essen Computers shall not be liable for the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.
- 8.3 The Website is controlled and offered by Essen Computers from its facilities in USA/ India. Essen Computers makes no representations that the Essen Computers Website is appropriate or available for use in other locations. Those who access or use the Essen Computers Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

9. INDEMNITY

You agree to defend, indemnify and hold harmless Essen Computers, its parent corporation, officers, directors, employees, licensors, affiliates, partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Essen Computers Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your uploaded Advertisements caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Essen Computers Website.

10. ABILITY TO ACCEPT TERMS OF USE

You affirm that you are either more than eighteen(18) years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of

eighteen (18), as the Essen Computers Website is not intended for children under eighteen (18). If you are under eighteen (18) years of age, then please do not use the Essen Computers Website. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

11. ASSIGNMENT

These Terms of Use, and any rights and licenses granted hereunder, shall not be transferred or assigned by you, but may be assigned by Essen Computers without restriction.

12. GENERAL

You agree that: (i) the Essen Computers Website shall be deemed to be solely based in USA / India; and (ii) the Essen Computers Website shall be deemed a passive website that does not give rise to personal jurisdiction over Essen Computers, either specific or general, in jurisdictions other than India. These Terms of Use shall be governed by the internal substantive laws of India, without respect to its conflict of laws principles. Any claim or dispute between you and Essen Computers that arises in whole or in part from the Essen Computers Website shall be decided exclusively by a court of competent jurisdiction located in Mumbai, India. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Essen Computers' failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Your use of the Essen Computers Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. You and Essen Computers agree that any cause of action arising out of or related to the Essen Computers Website must commence within ninety (90) days after the cause of action accrues, otherwise, such cause of action is permanently barred.