# TERMS OF USE

This web site contains material including text, photographs and other images and sound, which is protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in this material are either owned by APMI or have been licensed to it by the owner(s) of those rights so that it can use this material as part of this web site.

# **Permitted Uses**

APMI grants you a non-exclusive, personal, non-transferable, non-sublicensable, limited and revocable right to access, use and display this Site on any computers or other electronic display device of which you are a user, **for your personal and non-commercial use only** (the "Permitted Uses"). You agree to use the Site only for lawful purposes, for the Permitted Uses, and not for the Prohibited Uses. No other use of the Site is authorised unless you and we have agreed otherwise in writing.

You may print copies of the Site's Content, provided that these copies are made only for the Permitted Uses and that you include any notices and any legal information contained in the Site Content, such as all copyright notices, trademark legends, or other proprietary rights notices as well as all legal caveats furnished in the footnotes or under "Important Legal Information" as shown on the screen or through a link. Limited linking to the Site is permitted if done in full compliance with all applicable laws, these Terms of Use.

#### Prohibited uses.

You are prohibited from any use of the Site that would give rise to liability or otherwise violate any applicable laws or regulations or the Terms of Use. You may not publicly perform, publicly display, transmit, publish, participate in the sale or transfer of, modify, or create derivative works based on anything available through the Site, in whole or in part. You shall not store electronically any significant portion of any part of the Site. No reverse engineering, linking, framing, or modification of any part of this Site is allowed without our written approval. Any modification or unauthorized use is a violation APMI's copyrights and other proprietary rights.

## **Linking Policy**

#### To be an authorized link, a website that links to this Site:

1. May link only to the home page of APMI's public site (www.apmiindia.com)

2. Must not "frame" or create a browser or border environment or advertising around any Site Content.

3.Must not misrepresent its relationship with APMI (including suggesting that APMI is sponsoring, endorsing, or affiliated with it or its products and services).

4.Must not present false information about, or disparage APMI or otherwise tarnish or diminish the goodwill in its name.

5.Must not contain content that could be construed as illegal, distasteful, offensive or controversial, and should contain only content that is appropriate for all its authorized users.

6.Must only use the APMI logo with written permission or in compliance with these Policies.

#### **Changes to Terms and Conditions**

APMI may change the terms and conditions and disclaimer set out above from time to time. By browsing this web site you are accepting that you are bound by the current terms and conditions and disclaimer and so you should check these each time you revisit the site.

#### **Changes to Operation of Web Site**

1.APMI may change the format and content of this web site at any time.

2.APMI may suspend the operation of this web site for support or maintenance work, in order to update the content or for any other reason.

3.APMI reserves the right to terminate access to this web site at any time and without notice.

## **Disclaimers**

DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF APMI, ITS MEMBERS, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "APMI") GUARANTEES THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE INFORMATION CONTAINED IN THE SITE. NONE OF THE APMI PARTIES WARRANT THAT THIS SITE OR DOWNLOADS WILL MEET YOUR NEEDS OR EXPECTATIONS, OR BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT THIS SITE, ITS SERVER OR ANY FILES AVAILABLE FOR DOWNLOADING THROUGH THIS SITE ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ELEMENTS. THE APMI PARTIES HAVE NO RESPONSIBILITY FOR VIRUSES OR ANY OTHER DAMAGE THAT MAY BE CAUSED TO YOU AS A RESULT OF USING THIS SITE. PERIODS OF VOLATILE OR UNUSUAL MARKET ACTIVITY, IN PARTICULAR, MAY AFFECT SYSTEMS AVAILABILITY OR RESPONSE TIME.

YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS SITE AND THE TIMELINESS, USEFULNESS, ACCURACY OR COMPLETENESS OF THE SITE IS ASSUMED SOLELY BY YOU. ALL OF THE APMI PARTIES HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS SITE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL OF THE APMI PARTIES DISCLAIM ANY WARRANTIES WITH RESPECT TO ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SITE.

## **Limitations of liability**

APMI will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- •to the extent that the website is provided free-of-charge, for any direct loss;
- •for any indirect, special or consequential loss; or

•for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

## Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

# **Other parties**

You accept that, as a limited liability entity, APMI has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against APMI's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect APMI's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as APMI.

# Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.