Terms and conditions for the use of the website Manupatra

www.manupatra.ai

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(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of www.manupatra.com and associated website.

Your use of a Manupatra website { including www.Manupatra.com (hereinafter referred to as the "Website") and its related sites, services , Apps and tools} is governed by the terms and conditions as contained in this Agreement applicable to the Website and for other websites of Manupatra Information Solutions Private Limited and our subsidiaries and international affiliates. This User Agreement for the Website shall come into effect immediately on your acceptance of terms and conditions and/ or first log in onto www.manupatra.com. It shall continue to remain in force till such time you have a valid subscription to the website. ("User Agreement"). Manupatra.com is an internet based port al owned and operated by Manupatra Information Solutions Private Limited; a company incorporated under Companies Act, 1956 having its registered office at E-192 New Rajinder Nagar, New Delhi 110060 India.

For the purpose of this User Agreement , Registered User / Guest User and wherever the context so require '"you", "your" shall mean any natural or legal person who is accessing the Website, its contents and using the services offered on or through the Website and has agreed to become a member of the Website by providing Registration Data (as defined hereinafter) while registering on the Website as Registered User / Guest User using the computer systems of the Website and accepted this electronic version / electronic record of the User Agreement and has allocated himself/herself a unique identification user name ("User I D" and "Password") to become Registered User or have been identified as Guest User by providing pho ne number and email id. Further, reference to "we", "us", "our" and "Manupatra" shall mean Manupatra Information Services Private Limited (Manupatra.com) and includes its associates, affiliates and subsidiary (ies). If you already are a registered user to access http://www.manupatra.com and also an authorized user of its any of other proprietary product(s), this Manupatra License Agreement shall coexist with their user license terms and govern in case of any conflict amongst them

The use of the Website is offered to you conditioned on your 'Acceptance' of all the terms, conditions and notices contained in this User Agreement. Upon "Acceptance", this User Agreement shall be effective and binding upon you along with any amendments made by Manupatra at its sole discretion and posted on the Website and you shall not claim invalidity of this User Agreement merely on the grounds that this agreement is being concluded electronically. For the aforesaid purposes, 'Acceptance' shall mean your affirmative action in clicking on 'check box' and on the 'continue button' as provided on the registration page or while transacting as Guest User or any act which reflects your use of the

Website or the services provided by the Website or any such other actions that implies your acceptance You hereby further agree that this User Agreement is being concluded and executed at New Delhi.

Your use of the Website implies that you agree with the terms of the User Agreement. If you do not agree or are not willing to be bound by the terms and conditions of this User Agreement and Rules and Policies as displayed on the Website, please do not click on the "check box " and/or on the "continue" button and do not seek to obtain access to or otherwise use the Website.

1. DEFINITIONS

1.1. The term "provider," including all its synonyms and would mean "manupatra.com," and Manupatra Information Solutions Private Limited having its registered office at E- 192, New Rajinder Nagar, New Delhi 110 060 and corporate office at B-37, Floor 1A, Sector 1, NOIDA, 201301, (Hereinafter termed as "Manupatra"). The term would also include any agent(s) who have been so authorized by Manupatra to act in their behalf.

1.2. The term "authorized user" would include any person, whether an individual or a legal entity who has subscribed to the services of Manupatra, and to whom the access is restricted by the use of a sign in user name and a password. The user name and password are either allotted by Manupatra or chosen by the user or agreed upon by Manupatra. It is made abundantly clear that only the authorized user has the right to access the services so offered by Manupatra.

1.3. For the purposes of this subscriber agreement, any person who does not have a legal or a contractual right to access the services, but does so, will fall within the definition of an "unauthorized user" and will be subject to the terms and conditions, and expressly so with respect to respecting the intellectual property rights of the provider, and abiding by licensing terms and conditions.

1.4. The term "User" would include both the authorized and unauthorized user(s).

1.5. The terms "service" or "services" would mean to include the interactive online information service offered by Manupatra on the internet through which the user may access judgments, statutes, rules and procedures etc. the terms would include to mean the search tools through which the user can search through the hosted databases and information using a number of search tools that are present with a selection matching their search criteria. Users then select one or more of the items presented to view the full document/record.

1.6. The term "organization" would be used to define any company, partnership firm, institute, trust or any such entity which has a legal personality but is not a natural person.

1.7. The term "Downloaded Data" means insubstantial portions of the Data downloaded and temporarily stored to a storage device under Subscriber's exclusive control.

1.8. The term "Order Form" means any order form attached to this Agreement, either in

print or online, setting out the Data and Features including subscription plan available to Subscriber and the price charged thereof.

2. WEBSITE LICENSE

2.1. The services so offered by Manupatra, are subject to the user agreeing to all the terms and conditions of the license. Notwithstanding any/all clauses, the terms shall be applicable mutatis mutandis on subscriber during the subsistence of subscription period (which includes period of renewed subscription)

2.2. Manupatra grants the user a non-exclusive, non-transferable, revocable, limited license to access and use for research purpose the online services and materials from time to time made available.

2.3. The right to electronically display materials retrieved from the online services to no more than one person at a time. Manupatra Sign in does not allow simultaneous access on a non-IP plan.

2.4. The license includes the right to download and temporarily store insubstantial portions of data ('Downloaded Data") to a storage device under subscriber's exclusive control:

2.4.1. To display internally such downloaded data
2.4.2. To quote and excerpt from such downloaded data (appropriately cited & Credited) by electronic cutting & pasting or other means in subscriber's own work products.
2.4.3. To create printouts of substantial portions of data for internal use and for distribution to third parties if such third parties agrees not to distribute the printouts and on non-commercial basis.

2.5. Manupatra reserves the right to terminate this license at any time for any reason in case any of the terms are revoked.

2.6. No material/content downloaded from the Web Site of Manupatra shall be reproduced, transmitted or stored in any other Web Site nor shall any of its pages be disseminated, either in electronic or non-electronic form, or included in any public or private electronic retrieval system or service without the prior written permission of Manupatra.

2.7. It is made abundantly clear that Manupatra does not have absolute control over the contents posted on the web site and hence does not guarantee the accuracy, quality or integrity of such content. The views expressed in the article section of the web site are those of the respective authors and not of Manupatra. Any illegal or offensive content posted on the site, if detected, should be brought to Manupatra's attention for immediate action. Manupatra will not be responsible in any manner for any defamatory or contemptuous matter posted herein.

2.8. All rights are not expressly granted herein are reserved.

3. SUBSCRIPTION

3.1. In order to become and remain an authorized user a party has to

3.1.1. Complete the order form.

3.1.2. Pay the subscription in advance fee applicable as mentioned in the order form;

3.1.3. Pay for usage of information/data according to the Manupatra product pricing policy. The subscription fee applicable and the product price information price card are available from Manupatra on request.

3.2. After payment of the subscription fee applicable and after reading this entire document and the Terms and Conditions and Copyright Notice contained in it, the intending subscriber should confirm that he/it accepts all the terms and conditions herein and agrees to be bound by them and to observe them strictly by clicking the "I accept" button on the program and/or by submitting to Manupatra the registration form included in this document. It is made clear that by clicking on the "I ACCEPT" button, the party gets all the rights and liabilities as it would have got in case of physically signed any document.

3.3. In the case of organizations, the individual signing shall be presumed, by the act of signing, to have represented that he has the full authority of the organization to sign and act on its behalf. The organization shall provide Manupatra with the names of all its members who will be the authorized users of the service and the said organization shall ensure that its access rights are restricted to members proposed by them. The organizations will be directly responsible and liable in case of any misuse of the service. Each sign in id allows one user to login at a point of time. Simultaneous logins are not allowed in non-IP plan.

3.4. After completion of what is prescribed in 3.1 to 3.3 above, the subscriber will obtain his/its sign-in identity and password allotment/ permission to use which will constitute the offer and acceptance of the terms and conditions herein by Manupatra and the intending subscriber, thus constituting him/ it an authorized user herein permitted to avail the service and/or access the data and information of Manupatra, in any form, and shall hereinafter be referred to as "subscriber".

3.5. The subscriber shall be responsible for keeping secure the user identity and password required to access the Online Service. For the purpose of this Agreement, all actions performed by any person using the identity and password allotted to the subscriber shall be deemed to have been committed by the subscriber and the subscriber shall be liable for the same. The subscriber shall ensure that the password is kept confidential and the subscriber shall ensure that the password should not be shared with unauthorized users. Manupatra reserves the right to terminate the license at any time if it is found that the subscriber has been sharing the password with any unauthorized user.

3.6. An organization may subscribe and obtain multiple license access for multiple users who are valid constituents of that organization. For this purpose, paid employees of any organization, patrons of a library, and enrolled students, faculty and other staff members of an educational institution are considered "valid" constituents. Provided however, that the organization shall bear the sole responsibility for ensuring the compliance with and observance of the terms and conditions herein entered by its constituents and shall be

liable for actions of its constituents in relation to the Online Service and its contents.

3.7. The subscriber accepts that by the action of viewing and/ or downloading the information from the Manupatra website, it has performed the action of using the Manupatra website.

3.8. In addition to the subscription fee and usage charges, the subscriber is liable to pay any and all taxes, duties and levies which may be applicable as per law or regulation and which Manupatra may apply to the total billing of the subscriber.

3.9. A detailed statement of the subscription and usage charges, for subscribers under Transactional Pricing, which the subscriber may incur, will be available for the subscriber to view and verify on the information service. This shall be treated as final and binding unless the subscriber shall bring to the notice of Manupatra any discrepancies within seven days of the charge having been debited to it/him after which period any such charges shall be deemed to have been debited and accepted by the subscriber.

4. CONFIDENTIALITY AND DATA PROTECTION

4.1. **Definition of Confidential Information**

For the purposes of this Agreement, "Confidential Information" includes, without limitation, any and all documents, data, materials, personal data, case files, names, facts, legal strategies, client information, or any other information uploaded, submitted, transmitted, accessed, or otherwise made available by the Subscriber to Manupatra or its systems, whether through the Website, AI tools, or any related service, regardless of format or medium.

4.2. **Confidentiality Obligations**

Manupatra shall:

(a) treat all Confidential Information as strictly confidential;
(b) use Confidential Information solely for the limited purpose of providing the specific service or response requested by the Subscriber;
(c) not copy, store, retain, archive, analyse, mine, use, disclose, distribute, share, publish, broadcast, or permit access to Confidential Information for any other purpose;
(d) restrict access strictly to employees or personnel who have a need-to-know for providing the requested service and who are bound by obligations of confidentiality no less restrictive than those contained herein.

4.3. **No Disclosure to Third Parties or Affiliates**

Manupatra shall not disclose or make available Confidential Information to any third party, including but not limited to affiliates, subsidiaries, agents, subcontractors, service providers, AI engines, cloud service providers, or data analytics tools, without the Subscriber's prior express written consent.

4.4. **Data Security**

Manupatra shall implement and maintain **industry-standard technical and organizational security measures** to protect Confidential Information against unauthorized access, loss, misuse, alteration, or disclosure.

4.5. **Data Breach Notification**

In the event of any actual or suspected unauthorized access of client data, disclosure, loss, corruption, or breach of Confidential Information, Manupatra shall:

(a) notify the Subscriber in writing **within 24 hours** of becoming aware;
(b) provide full details of the breach and its impact;
(c) take all necessary steps to contain, investigate, and remediate the breach at its own cost;
(d) cooperate fully with the Subscriber in any legal, regulatory, or remedial actions.

4.6. **Compliance with Law**

Manupatra shall comply with all applicable data protection, privacy, and information security laws and regulations, including but not limited to the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023. Manupatra shall be deemed a **data processor** and the Subscriber a **data fiduciary/controller** for the purposes of the DPDP Act.

4.7. **No Retention / Mandatory Deletion**

Manupatra shall permanently delete and remove all Confidential Information uploaded by client and any copies, backups, AI memory, logs, caches, or traces thereof immediately after fulfilling the specific request of the Subscriber, and in no event later than 24 hours after use. Upon request, Manupatra shall provide a written certification of such deletion. The client on expiry of the subscription will delete all the data uploaded by them.

4.8. **Survival**

These confidentiality and data protection obligations shall **survive termination or expiry** of the Agreement for an indefinite period or until Confidential Information lawfully enters the public domain through no fault of Manupatra.

5. AI USAGE, MODEL TRAINING, AND RESTRICTIONS ON USE OF SUBSCRIBER CONTENT

5.1. **Purpose Limitation**

Any Subscriber Content (including documents, data, facts, names, or legal information) uploaded, submitted, transmitted, or otherwise provided to Manupatra or its AI tools shall be used **solely and exclusively** for the purpose of generating the specific response to the Subscriber's query.

5.2. **Absolute Prohibition on AI Training and Internal Use**

Manupatra shall **not**, under any circumstances, use Subscriber Content (in whole, in part, anonymised, pseudonymised, aggregated, derived, or otherwise) for:

(a) training, fine-tuning, or improving any artificial intelligence (AI) or machine learning model;
(b) developing or enhancing algorithms, features, or products;
(c) internal analytics, database enrichment, or statistical purposes;
(d) quality improvement, troubleshooting, or research and development;
(e) teaching, demonstration, or testing purposes;

unless the Subscriber has provided **prior express written consent**, which may be withheld in the Subscriber's sole discretion.

5.3. **No Storage Beyond Immediate Use**

5.4. Manupatra shall not store, cache, retain, archive, or otherwise preserve Subscriber Content beyond what is strictly necessary to generate the requested output. All storage must be temporary, encrypted, and automatically deleted immediately after use.

5.5. **No Sharing with Third Parties or Affiliates**

Manupatra shall not provide access to, disclose, transfer, or make available Subscriber Content to any third party, including but not limited to affiliates, subcontractors, service providers, AI vendors, cloud providers, or other users, without the Subscriber's prior express written consent.

5.6. **Outputs Containing Subscriber Content**

Any AI-generated output that contains, reproduces, or is derived from Subscriber Content shall be treated as Subscriber Confidential Information. Manupatra shall not store, reuse, or make such outputs available to any other user or system.

5.7. **Express Consent Requirement**

Any contemplated use of Subscriber Content for model training, system improvement, feature development, analytics, or any purpose other than direct response generation shall require the Subscriber's **prior express written consent**, obtained through a standalone written agreement. Silence or continued use of the service shall **not** constitute consent.

5.8. **Monitoring / Human Review**

Manupatra shall not permit any employee or personnel to view or access Subscriber Content or AI outputs except where necessary to resolve a specific technical issue requested by the Subscriber. Any such access shall be logged, minimized, and subject to confidentiality obligations.

5.9. **Breach Consequences**

Any use of Subscriber Content in violation of this section shall constitute a **material breach** of the Agreement, entitling the Subscriber to:

(a) immediate termination;
(b) indemnification for all losses, damages, claims, legal costs, and regulatory penalties;
(c) injunctive or equitable relief without the requirement to prove special damages or post any bond.

6. PAYMENTS

6.1. Payments can be made either by a cheque/DD/ NEFT/RTGS/ Credit Card/ Net Banking. No cash will be accepted. The payment made against the Subscription is not refundable under any circumstances. Except as expressly provided under Clause 12.1 and Clause 5.9, payments made against the Subscription are non-refundable.

7. RENEWALS / DELAYED PAYMENTS

7.1. Subscriber intending to renew the subscription must ensure that renewal request along with the payment as due at the time of and for renewal is sent to Manupatra on or before the last due date i.e. the date until when the last subscription period is valid. Subscriber who has renewed/made payment before the expiry of the renewal period is deemed to be renewed and will be bound by Terms and Conditions of this Agreement. The subscribers account will be deactivated on the expiry of validity period of subscription.

7.2. Without prejudice to its rights, Manupatra in its sole discretion shall reserve the right to extend the subscription/ access period in the event of receiving assurance to clear the renewal charges within a period not later than 15 days from the date of expiry of valid subscription period. Manupatra also reserves the right to recover the assured amount, in the event of non-renewal and non-payment from the subscriber in any legal manner, under civil or criminal law, and the subscriber shall be liable for any costs thereof.

8. MODIFICATIONS

8.1. The prices, terms and conditions and/ or other matters provided in the Price List, and any modifications carried out by Manupatra and any notices served upon the subscriber by Manupatra shall be deemed to be included in the terms and conditions herein.

8.2. Manupatra reserves the right to modify the terms and conditions including the subscription and the charges, and to introduce new ones. Such modifications shall become effective forthwith on the issue of either specifically to the subscriber or generally a notice to that effect by Manupatra by electronic mail.

8.3. The subscription amount paid by the subscriber shall be for the fixed term/ plan and any modification in the subscription charges shall be applicable on the commencement of next renewed plan term. However, the introduction of any additional feature/ database by third party content provider through Manupatra will be made available to the existing subscriber only after making up the deficit payment.

8.4. The subscriber's continued use of service after the publication of the notice conveying the modification shall conclusively be deemed to be the acceptance of the modified terms and

conditions.

8.5. Manupatra has the right to prevent access to all or part of the Web Site without notice, if the conduct of the user is in contravention with the Terms and Conditions of Use or the applicable laws. Manupatra shall have a right to make such additions to, deletions from and other modifications, as it may deem fit, of the database and in the database, and/or the manner of presenting and providing such databases, including the basic structure and features thereof, without giving notice thereof to the subscriber.

8.6. Manupatra shall not be liable or responsible, whether under law or equity, for any delays, defaults or interruptions in the performance of the Service.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Except as expressly provided in the Terms & Conditions of Use of the Web Site Manupatra, nothing contained herein shall be construed as conferring any license or right, by implication, estoppels or otherwise, under copyright or other intellectual property rights.

9.2. The user agrees that copyrights, trademarks, patents, designs and other proprietary rights and laws protect the Web Site. Any rights not expressly granted herein are reserved.

9.3. The user is also cautioned against any conduct on his part that infringes or purports to infringe the copyright or other proprietary rights or laws. The user shall not, under any circumstances whatsoever, use the printouts of the material available on this Web Site for any purpose that violates the copyright or any other proprietary rights of Manupatra. The user shall not remove the copyright notices or other notices from the printouts of material taken from the Website.

10. COPYRIGHT LAWS

10.1. Content or information available on the Web Site Manupatra is protected by the Copyright Act 1957 and is subject to Manupatra's Copyright.

10.2. Certain information and data made available by Manupatra are the property of the content provider's and are identified as such. Manupatra has been licensed by the content providers to store, catalogue and distribute this information to its subscribers. The information and data are protected by copyright and other intellectual property laws and no such right is deemed to have been transmitted by this arrangement to the user. As described elsewhere, the subscriber has obtained only the limited right to use, in the manner set out earlier, the information provided hereunder.

10.3. The Company retains all rights, title, and interest, including all copyrights, trademarks, and other intellectual property rights, in and to the Software, including but not limited to its brand name, brand logo, user interface, design elements, documentation, and underlying technology. No rights are granted to the User other than those expressly provided under this Agreement.

10.4. User Data uploaded to the Software shall be used **solely for legal research and analysis** by the User within the scope of the features provided. The User shall not reproduce,

distribute, publish, sublicense, commercially exploit, or use the User Data or any processed output for any purpose other than research, unless expressly permitted by the lawful owner of such data or as required under applicable law.

10.5. Except for the limited rights expressly granted under this Agreement, no license or assignment of any intellectual property rights is granted to the User, and all rights not expressly granted are reserved by the Company.

11. LIMITATIONS ON USE

11.1. The Content on the Web Site is for personal use only and not for commercial exploitation.

11.2. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sub-license, or create derivative works from the Web Site or the Content. Nor may you use any network monitoring or discovery software to determine the Site architecture, or extract information about usage or users.

11.3. You may not use any robot, spider, other automatic device, or manual process to monitor or copy our Web Site or the Content without Manupatra's prior written permission.

11.4. You may not alter, add, amend, copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Web Site, except to the extent permitted above.

11.5. You may not use or otherwise export or re-export the Web Site or any portion thereof, the Content or any software available, on or through the Web Site in violation of the export control laws and regulations of India. Any unauthorized use of the Web Site or its Content is prohibited.

11.6. Combine the whole or any part of the Data with any other software, data or material.

11.7. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of the Service.

11.8. Certain software used by Subscriber may not be capable of supporting the Service, and the performance of the Service will vary with the hardware on which it is used.

11.9. Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement.

11.10. Subscriber undertakes to make reasonable efforts to ensure that the Service shall not be accessed or used by unauthorized third parties and is restricted to those entitled to do so by the virtue of this Subscriber Agreement. For IP-based and Remote Access subscribers, the Subscriber must, prior to the commencement of the subscription, provide a list of users along with their email IDs (including the relevant locations or branches, as applicable). These individuals will be designated as "Authorized Users" under this Subscription Agreement to facilitate the validation of legitimate users. The email IDs of the Authorized Users will be governed by Manupatra's Data Privacy Policy and not be shared with third parties.

11.11. Subscriber shall use its reasonable endeavors to keep any Downloaded Data secure and to prevent any third party duplicating or otherwise reproducing in whole or in part Downloaded Data or any part thereof other than for the exercise of the rights granted by this Agreement, and shall use its reasonable endeavors to prevent whether by act or omission such duplication or reproduction except as permitted by the terms of this Agreement.

11.12. The text of all the judgments provided on the site are computer generated. The authenticity, correctness and preciseness of the text of the judgments must be verified from the certified copy of the judgment.

12. TERMINATION

12.1. The Services so offered by Manupatra are subject to the user's acceptance of all terms and conditions of the license. If any of these terms are breached, the Vendor reserves the right to suspend/ terminate the subscription and revoke the Subscriber's access to the Service. In such cases, Manupatra shall not be obligated to issue any refunds if the Subscriber engages in activities expressly prohibited under this Agreement. The Subscriber may immediately terminate the Agreement if Manupatra breaches confidentiality, misuses Subscriber Content, fails to delete data as required, or violates data protection obligations. In such cases, Manupatra shall provide a prorated refund of all prepaid fees without prejudice to the rights of the Subscriber under Clause 5.9. This clause shall survive the termination of the Agreement.

13. CONSEQUENCES OF TERMINATION

13.1. The warranties and indemnities, the provisions in relation to the payment of money due to Manupatra and the restrictions on the rights of the subscriber in relation to the use of the Database, contained herein shall survive the termination or expiry of this subscription.

13.2. Upon termination, the user must destroy all materials obtained from the Web works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout Site.

14. Subscriber Ownership and Limited License.

14.1. All documents, data, information, or materials uploaded, submitted, transmitted, or otherwise made available by the Subscriber ("Subscriber Content") shall remain the sole and exclusive property of the Subscriber. Manupatra and its affiliates shall obtain no ownership, license, or other rights in Subscriber Content except as expressly provided below.

14.2. Manupatra is granted a **limited, non-exclusive, revocable, non-transferable license** to use Subscriber Content **solely for the purpose of processing and responding to the specific query raised by the Subscriber** and **for no other purpose whatsoever**.

14.3. Under no circumstances shall Manupatra:

14.3.1. use Subscriber Content for developing, training, fine-tuning, or improving any artificial intelligence model or algorithm;

14.3.2. store, retain, archive, mine, analyse, or create derivative works from Subscriber Content beyond what is strictly necessary to generate the requested output;

14.3.3. disclose, share, sublicense, assign, sell, license, publish, or otherwise make Subscriber Content available to any third party (including affiliates, group companies, subcontractors, service providers, AI engines, or data analytics tools) without the **prior express written consent** of the Subscriber.

15. ERRORS AND CORRECTIONS

15.1. Manupatra makes reasonable effort to ensure that the information provided on the Web Site is accurate but does not represent or warrant that the information available on or through the Web Site will be correct, accurate, reliable, uninterrupted, or timely.

15.2. Manupatra does not represent or warrant that the Web Site will be error free, free of viruses or other harmful components, or that the defects will be corrected.

15.3. The user is responsible for implementing sufficient procedures and checkpoints to satisfy his particular requirements for accuracy of data, input and output and for maintaining a means, external to the Web Site for the reconstruction of any lost data.

16. NO LEGAL ADVICE / PROCUREMENT REQUEST

16.1. Material or information contained on or made available through the Web Site is not intended to and does not constitute legal advice nor does it, in any manner establish a client – advocate relationship.

16.2. Manupatra in the Court database provides its own citation and in addition also provides the equivalent citations applicable to relevant case law published by other publishers. By doing so Manupatra is facilitating the user to access the database through various search features. Coverage of other/ all publisher citations should be incidental and not mandatory and user thus cannot claim the availability of other publisher citations as a matter of right.

16.3. Manupatra is not obliged to attend to procurement requests of users. Without prejudice to its rights, however, Manupatra shall on its discretion procure the requested document which if procured shall be made available to user as part of its database.

17. ADVERTISEMENTS

17.1. Manupatra may contain advertisements and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Web Site is accurate and complies with applicable laws.

17.2. Manupatra will not be responsible for the illegality of, or any error or inaccuracy in advertisers or sponsors materials.

18. PRIVACY

18.1. The user of the Web Site Manupatra is subject to Manupatra's Privacy Policy available through this link.

19. NOTICE

19.1. Except as provided in clause 8.2 hereof, no notice consent or the like (in this clause referred to generally as "notice") required or permitted to be given under this arrangement shall be binding unless in writing and may be given personally or sent to the party to be notified by pre-paid registered post, courier or by electronic mail or facsimile transmission at his/ its address as set out above or as otherwise notified in accordance with this clause.

19.2. A notice given personally shall be deemed given at the time of delivery.

19.3. A notice sent by post or courier in accordance with this clause shall be deemed given at the commencement of business of the recipient on the date of receipt of the notice by the recipient or fourth business day following its posting whichever is earlier.

19.4. Notice sent by telex, electronic mail or facsimile transmission in accordance with this clause shall be deemed given at the time of its actual transmission.

19.5. The user is to keep himself aware of the terms and conditions of the website, by checking this page at least once on a month. No further notice shall be given to the user of the change in the terms and conditions one is subjected to.

20. SEVERABILITY OF PROVISIONS

20.1. The Terms and Conditions of Use incorporate by reference, any notices contained on the Web Site, the Privacy Policy, Copyright, Terms and Conditions, which together constitute the entire agreement with respect to access and use of the Web Site. If any provision of the terms of use is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.

21. INDEMNIFICATION

21.1. You agree to indemnify and hold harmless provider from any third-party claim, action, demand, loss, or damages (including attorney's fees and costs) arising out of or relating to your violation of these Terms of Use, your use of the Web Site, or your violation of any rights of a third party.

21.2. **Manupatra shall indemnify, defend, and hold harmless the Subscriber, its clients, employees, and affiliates from and against any and all claims, losses, damages, liabilities, penalties, and legal costs arising out of or in connection with:**
(a)*any breach of confidentiality or misuse of Subscriber Content;*

(b)*any unauthorised access, data breach, or security incident;*

(c) *any negligence, willful misconduct, or violation of law by Manupatra or its personnel;*

(d) *any infringement of intellectual property rights*

22. REMEDIES FOR VIOLATIONS

22.1. Manupatra reserves the right to seek all remedies available at law and equity for violations of the Terms and Conditions of Use, including but not limited to, the right to block access from a particular Internet address to Manupatra's website and its features.

23. GOVERNING LAW AND JURISDICTION

23.1. The Terms and Conditions of Use are governed by and construed in accordance with the Indian Law and any action arising out of, or relating to these terms shall be subject to the exclusive jurisdiction of the appropriate Courts at New Delhi only and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

24. WAIVER

24.1. The failure by either party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions herein.

25. EXCLUSION OF LIABILITY

25.1. Manupatra makes reasonable effort to ensure that the information provided on the Web Site is accurate but does not guarantee or warrants its accuracy, adequacy, correctness, validity, completeness or suitability for any purpose.

25.2. The information/material provided on the Web Site is provided on an "As Is" basis. Manupatra accepts no responsibility with respect to the information on the Site expressly disclaims to the maximum limit permissible by law, all warranties, express or implied, including but not limiting to implied warranties of merchantability, fitness for a particular purpose and non- infringement.

25.3. Manupatra shall not be liable in contract, tort, delict or otherwise for any loss of whatsoever kind howsoever arising suffered in connection with the Service (whether or not caused by the negligence of Manupatra).

25.4. Manupatra shall not be liable in contract, tort, delict or otherwise for any loss of revenue business, anticipated savings or profits, loss of goodwill or data or for any indirect or consequential loss whatsoever, howsoever arising suffered in connection with the Service (whether or not caused by the negligence of Manupatra).

25.5. Without prejudice to the generality of clause 25.3. And 25.4, in no event shall Manupatra, its Affiliates and/or Contributors be liable to Subscriber for any claim(s) relating in any way to

(i) Subscriber's inability or failure to perform legal or other research related work or to perform such legal or other research or related work properly or completely, even if assisted by Manupatra, its Affiliates and/or Contributors or any decision made or action

taken by Subscriber in reliance on the Data.

(ii) any lost profits (whether direct or indirect) or any consequential, exemplary incidental, indirect or special damages relating in whole or in part to Subscribers' rights under this Agreement or use of or inability to use the Service, Features or Data even if Suppliers, its Affiliates and/or Contributors have been advised of the possibility of such damages.

25.6. Subscriber shall accept sole responsibility for and Manupatra shall not be liable for the use of the Service by Subscriber, or any User and Subscriber shall hold Supplier harmless and fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use

25.7. Manupatra disclaims all responsibility for any loss, injury, liability or damage of any kind resulting from and arising out of, or any way related to:.

25.7.1. Any errors in or omissions from the Web Site and its content, including but not limited to technical inaccuracies and typographical errors.
25.7.2. Any third-party Web Sites or Content therein directly or indirectly accessed through links in the Site, including but not limited to any errors in or omissions therefrom
25.7.3. The unavailability of this Site or any portion thereof;
25.7.4. Your use of any equipment or software in connection with the Site; or
25.7.5. Your use of the Site.
25.7.6. Manupatra Information Solutions Pvt. Ltd. shall not responsible if any information/page is downloaded from Manupatra and after downloading complete/partial, text/information is altered/removed/obscured contained therein.

26. LIMITATION OF LIABILITY

26.1. Subscriber's exclusive remedy and Manupatra's entire liability under this agreement if any, for any claim(s), damages relating to the copyright in data made against them individually or jointly whether based in contract or negligence shall be limited to the aggregate amount of the charges paid by subscribers relative to the database which is the basis of the claim(s) during the period of subscription. The present indemnity shall remain in effect for the period of continued subscription.

26.2. None of the terms of this Agreement shall operate to exclude or restrict liability for fraud or for death or personal injury resulting from the negligence of Supplier or its Affiliates or the appointed agents or employees of Supplier or their Affiliates whilst acting in the course of their employment; or affect statutory rights where this Agreement is entered into as a consumer transaction.

27. LINKING TO THE WEBSITE

27.1. A User may provide links only to the homepage of this Web Site, provided

27.2. The user do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on this Site,

27.3. The user gives us a notice of such link by sending an e-mail to contact@manupatra.com

27.4. The user discontinues providing links to this Site if requested by us. If you wish to provide links to a section within the Web Site, you should forward your request to us at contact@manupatra.com and we will notify you if permission is granted, and if so, the Terms and Conditions of permission.

28. LINK TO OTHER WEBSITES AND LINKING DISCLAIMER

28.1. Third party Content may appear on the Web Site or may be accessible via links from the Web Site. Manupatra shall not be responsible for and assumes no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of Content contained in any third party content appearing on the Web Site. Manupatra has no control or authority either over the Content or presentations thereof, which solely represent the thoughts of the author and is neither endorsed by, nor does it reflect the belief of Manupatra.

28.2. Any claim either in contract, tort or otherwise relating to damages, loss, injury or determined caused by, or on account of reliance on such Content, is wholly disclaimed by Manupatra.

29. Force Majeure.

29.1. "Force Majeure Event" means any event, occurrence, or circumstance, or series of events, occurrences, or circumstances, that:

29.1.1. is outside the reasonable control of Manupatra;

29.1.2. could not have been foreseen or avoided by Manupatra using reasonable diligence; and

29.1.3. wholly or partly prevents, hinders, or delays Manupatra from performing its obligations under this Agreement.

29.2. Force Majeure Events include, but are not limited to, the following:

29.2.1. acts of God (such as earthquakes, floods, fires, storms, or other natural disasters);

29.2.2. acts of any Government or governmental authority, including but not limited to, expropriation, condemnation, or changes in law or regulation;

29.2.3. war (declared or undeclared), hostilities, invasion, act of foreign enemies, terrorism, rebellion, revolution, insurrection, military or usurped power, or civil war;

29.2.4. civil disorder, strikes, lockouts, labor disputes, or other industrial disturbances (not arising from Manupatra's breach of employment laws);

29.2.5. the elements (e.g., unusually severe weather);

29.2.6. explosion or accidental damage to machinery or equipment;

29.2.7. power failure, equipment failure, or interruption or failure of utility services (including telecommunications or internet) not caused by Manupatra;

29.2.8. inability to obtain essential supplies;
29.2.9. Cyber Events, including without limitation:
29.2.10. unauthorized access to or use of IT systems, networks, or data (e.g., hacking, data breaches);
29.2.11. introduction of malicious code (e.g., viruses, worms, ransomware, malware);
29.2.12. denial-of-service (DoS) or distributed denial-of-service (DDoS) attacks;
29.2.13. cyber espionage or state-sponsored cyberattacks;
29.2.14. disruption or failure of critical IT infrastructure, cloud services, or telecommunications networks not within the exclusive control of Manupatra;
29.2.15. loss, corruption, or inaccessibility of data due to a Cyber Event;
29.2.16. security vulnerabilities or flaws exploited by third parties;
29.2.17. any other similar event or circumstance impacting the availability, integrity, or confidentiality of information systems or data.
29.3. Notwithstanding the foregoing, a Force Majeure Event shall not include:
29.3.1. any event or circumstance caused by the negligence, willful misconduct, or breach of this Agreement by Manupatra or its subcontractors;
29.3.2. any event or circumstance that could have been prevented or mitigated by Manupatra taking reasonable and customary security measures and implementing industry-standard cyber security practices commensurate with the risks and the nature of the services or goods provided under this Agreement;
29.3.3. financial distress, inability to pay, or market fluctuations;
29.3.4. changes in general economic conditions;
29.3.5. any event affecting Manupatra's subcontractors or suppliers unless such event independently qualifies as a Force Majeure Event under this definition and directly impacts Manupatra's ability to perform.
29.4. If a Force Majeure Event occurs and Manupatra is prevented, hindered, or delayed in the performance of its obligations under this Agreement, Manupatra shall be excused from such performance to the extent and for the duration of the Force Majeure Event, provided that Manupatra complies with the conditions set forth in Section 29.5.
29.5. Conditions for Invoking Force Majeure: Manupatra shall:
29.5.1. give prompt written notice to the other party of the occurrence of a Force Majeure Event, providing details of the event, its likely duration, and the obligations the performance of which is affected. Notice shall be given within 7 days of Manupatra becoming aware of the Force Majeure Event;
29.5.2. use all reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance of its obligations as soon as reasonably practicable, including implementing reasonable incident response and recovery procedures in the case of Cyber Events; and
29.5.3. provide the other party with regular updates on the status of the Force Majeure Event and the progress towards resuming performance.
29.6. If a Force Majeure Event preventing Manupatra's performance continues for a period exceeding 60 consecutive days, or for aggregate periods exceeding 90 days in any 12-month period, the other party may terminate this Agreement by giving written notice to Manupatra. Such termination shall be effective upon the date specified in the notice. In the event this Agreement is terminated by a party pursuant to this section affecting Manupatra's performance; (i) Manupatra shall not be obligated to issue any refund for any prepaid fees covering periods after the effective date of termination; and (ii) the subscription period shall not be extended beyond its original term in the event service was disrupted by the Force Majeure Event.
29.7. Except as expressly provided in this clause, each party shall bear its own costs incurred as a result of a Force Majeure Event

30. Dispute Resolution

30.1. Any dispute or difference between Provider and Subscriber arising out of or relating to the existence, validity, interpretation, performance or termination of, or otherwise in connection with this Agreement ("Dispute"), shall at first instance be attempted to be amicably settled between the parties through good faith negotiations. Either party shall be entitled to invoke such negotiations by giving to the other party a notice to that effect ("Dispute Notice"). If a Dispute is not resolved by way of good faith negotiations within a period of Sixty (60) days from the date when the Dispute Notice was received by the receiving party then either party shall be entitled to refer the Dispute to arbitration in the manner described below.

30.2. Any Dispute not resolved by way of good faith negotiations within a period of sixty (60) days from the date when the Dispute Notice was received by the receiving party, shall be finally resolved by arbitration in accordance with the provisions of this clause 30.

30.3. The provisions of the Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"), will apply to such arbitration:

30.4. The arbitration shall be conducted by a single arbitrator who shall be appointed by the mutual consent of both parties. If the parties are not able to reach a decision to appoint the arbitrator within sixty (60) days of the date when the good faith negotiations mentioned above have failed, then the Dispute shall be referred to a panel of three (3) arbitrators. One (1) arbitrator shall be appointed by each party within thirty (60) days of the parties failing to reach an agreement to appoint the sole arbitrator as aforesaid. The two (2) arbitrators so appointed by the parties shall appoint the third presiding arbitrator within thirty (30) days of their appointment, failing which the third presiding arbitrator shall be appointed in accordance with the provisions of the Arbitration Act.

30.5. The arbitration proceedings shall be conducted in English.

30.5.1. The place of arbitration shall be at Delhi, India.

30.5.2. The award of the arbitrator(s) shall be final and binding on both parties. The arbitrator(s) shall state reasons for its/their findings in writing.

30.5.3. The costs of arbitration shall be determined by the arbitrator(s).

30.5.4. In relation to any arbitration proceedings, the parties agree that the courts at Delhi, shall have exclusive jurisdiction to the extent the court has jurisdiction under the Arbitration Act.

Name of Subscriber_____

Address _____

Signature Job Title_____

Date_____

Contact_____

Telephone_____

For: MANUPATRA INFORMATION SOLUTION Pvt. Ltd.

Signature_____

Job Title_____

Date_____

Manupatra Information Solutions Pvt.

Limited Regd Off: E-192, New Rajender

Nagar, New Delhi–60
Corp Off: B-37 – Sector-1, NOIDA -201301
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