

By signing the hard copy of the form and faxing it to the number indicated or by continuing to use this web site <http://mcfbd.etenders.in> you are stating that you have read and agreed to the Usage Agreement and Privacy and Confidentiality Policy below.

Date: 17<sup>th</sup> August 2012

## USAGE AGREEMENT

NexTenders (India) Private Limited as the Service Provider provides an electronic government procurement software system and related services through which the **Municipal Corporation Faridabad** (the "Buyer") and the Buyer's Contractors / Vendors / Suppliers ("the Bidders") can establish an electronic platform for the tender, purchase, auction, reverse auction, etc. ("the Transactions") of projects, works, goods and services ("the Products"). These services are accessible through the web site ("the Portal"), located at <http://mcfbd.etenders.in>

This Usage Agreement and the [Privacy and Confidentiality Policy](#) govern each Bidder's use of the Portal and participation in the Transactions, and, together, constitute the "Terms and Conditions." By signing a hard copy of the form and faxing it to the number indicated or by continuing to use this web site, each Bidder accepts and is legally bound by the Terms and Conditions. Continued access to the Portal and its services, including without limitation all licenses granted hereunder, is subject to compliance with the Terms and Conditions and any breach of the Terms and Conditions will be pursued by legal action to the fullest extent possible.

The Terms and Conditions, including the Usage Agreement and the Privacy Policy, may be modified at any time without notice and any such modification shall be effective immediately upon posting. By assenting to these Terms and Conditions, Bidders agree to periodically review the Terms and Conditions and be bound by any modifications or amendments thereto.

Bidders that have any questions about the Terms and Conditions are invited to [contact the Service Provider](#).

### 1. Bidders; Warranties

Through the platform provided by NexTenders (India) Pvt. Ltd., Bidders can participate in the Transactions with the Buyer.

USERS OF THE PORTAL REPRESENT AND WARRANT THAT THEY (1) ARE DULY AUTHORIZED TO CONSENT TO THESE TERMS AND CONDITIONS ON BEHALF OF THEIR RESPECTIVE COMPANIES; (2) CAN FORM LEGALLY BINDING CONTRACTS UNDER APPLICABLE LAW; (3) HAVE THE RIGHT TO GRANT THE INTELLECTUAL AND INFORMATIONAL PROPERTY RIGHTS AT ISSUE UNDER THIS AGREEMENT, AND THAT SUCH GRANTS DO NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY; AND (4) ARE COMMERCIAL BUSINESSES, NOT CONSUMER VENDORS, FOR PURPOSES OF USING THIS PORTAL.

### 2. User IDs, Passwords and Digital Certificates

User IDs, Passwords, and Digital Certificates are confidential and proprietary. It is a violation of the Terms and Conditions for a User to disclose its Password or share its User ID, Password, or Digital Certificate with any unauthorized third parties, or to use its User ID, Password, or Digital Certificate for any unauthorized purpose. Each User, and not the Service provider, is solely responsible for any unauthorized use of User's ID, Password, or Digital Certificate.

### **3. Transacting on the Portal**

Transactions on the Portal are governed by the Terms and Conditions. The specific terms and conditions of each Transaction (such as pre-qualification criteria, technical requirements, pricing, warranties, delivery, etc.) entered into through the Portal are established between the Buyer and the Bidder. The Portal is a venue through which the Buyer and the Bidders can transact. The Buyer decides with whom to do business.

### **4. No warranty**

BY ASSENTING TO THESE TERMS AND CONDITIONS, BIDDERS ASSUME ANY AND ALL RESPONSIBILITY AND RISK OF USE OF THE PORTAL AND ANY PRODUCTS OR SERVICES CONTAINED THEREIN. NEXTENDRS (INDIA) PVT. Ltd. AND ITS SUPPLIERS PROVIDE THE PORTAL AND SERVICES "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. THE SERVICE PROVIDER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; (B) THAT SERVICE WILL BE CONTINUOUS, UNINTERRUPTED AND/OR ERROR-FREE; (C) AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY BUYER OR SELLER AND WHETHER ANY USER SHOULD DO BUSINESS WITH SUCH BUYER OR SELLER; AND (D) AS TO THE ACCURACY OF ANY INFORMATION MADE AVAILABLE ON OR THROUGH THE PORTAL BY OR ON BEHALF OF ANY SELLER OR BUYER.

### **5. Transaction Fees**

Bidders agree to pay the applicable registration, transaction, service, document, and/or submission fees ("the Fees"), as the case may be, for any transaction on the Portal regardless of whether or not such transaction is actually consummated. The Fees will be due to the Buyer, as the case may be, upon demand by the Buyer. In the event a User fails to pay all amounts due, such unpaid amounts shall be deemed "overdue" and interest will accrue on such overdue amounts at a rate of one and one-half percent (1.5%) per month or part thereof, or the maximum amount allowed by law, whichever is less. Bidders are responsible for paying all applicable taxes and all hardware, software, services and other costs and expenses incurred to access information or conduct transactions over the Portal. Failure of any party to consummate a transaction does not relieve the obligation to pay the Fees due for such unconsummated transaction.

### **6. Good Faith and Fair Dealing**

Each User hereby agrees to act in accordance with the principles of good faith and fair dealing when transacting on or through the Portal. NexTenders (India) Pvt. Ltd. reserves the right to investigate any allegation or evidence of any User's failure to abide by the principles of good faith and fair dealing in connection with its use of the Portal, and to fashion and enforce remedies, in its sole but reasonable discretion, in order to address any violation of such principles. For example, but not by way of limitation, it is a violation of a User's agreement to act in accordance with the principles of good faith and fair dealing to initiate transactions on the Portal for the purpose of identifying potential buyers or sellers with whom such User can negotiate off the Portal. Similarly, each User agrees not to manipulate the terms of a transaction for the purpose of reducing the transaction fee owed. If a User engages in such activity, said User will be liable to pay to NexTenders (India) Pvt. Ltd. the applicable, appropriate transaction fee and will be subject to such other sanctions as NexTenders (India) Pvt. Ltd. may determine as appropriate under the circumstances, in its sole but reasonable discretion.

### **7. Information posted on the Portal**

The Portal may contain news and information published by various third party providers, some of which may contain facts, views, opinions, analyses and recommendations of individuals and organizations deemed of interest. The Service provider does not guarantee the accuracy, completeness, or timeliness of, or otherwise endorse these views, opinions, analyses, or recommendations. Bidders assume sole responsibility and risk for use of such content.

The Portal may contain links to third party websites not under the control or operation of the service provider. The service provider provides links only as a convenience and does not endorse, and is not responsible for the contents of, any linked site. Bidders assume sole responsibility and risk for use of such third party links.

Each User's postings to the Portal are the sole responsibility of the User. Each User hereby acknowledges and agrees that the Service provider has no obligation to monitor Portal content or third party links, and expressly disclaims any responsibility of the Service provider to filter any such content. However, the Service provider reserves the right to take any action with respect to information posted on the Portal that the Service provider deems inappropriate in its sole discretion, including but not limited to the immediate removal of offensive or harmful content, or suspension or termination of any User's rights of use. Bidders shall not post information on the Portal that is, or offer Products or services for sale that are:

- fraudulent or related to the sale of counterfeit or stolen items;
- infringing of any third party's rights, including but not limited to copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
- transmitted anonymously or labelled under a false name;
- in violation of any applicable law, statute, rule or regulation (including without limitation those governing export control, consumer protection, unfair competition, cartelisation, government/public sector procurement, anti-discrimination or false advertising);
- obscene, indecent or pornographic;
- defamatory, trade libelous, threatening or harassing; or
- unsolicited or unauthorized advertisements, promotions, or other forms of solicitation.

In addition, Bidders may not link directly or indirectly to, or include descriptions of, Products (1) that are prohibited by this Usage Agreement or the fruits of such prohibited Products, or (2) to which the User does not have the right to link or include. Bidders must obtain the Service provider's express permission to link this Portal to their web sites. Furthermore, Bidders may not post to the Service provider or sell through the Portal any Product or service that could cause the Service provider to violate any applicable law, statute, ordinance, or regulation of any jurisdiction.

As a convenience to Bidders, the Service provider may identify various companies that provide payment, security, inspection, financial, insurance and other services, and the Service provider may, from time to time, provide access to these services directly from the Portal. Additionally, the Service provider may provide Bidders with introductions to or marketing information on behalf of providers of certain products and services. All such parties shall constitute "Third Party Providers". The Service provider will not be a party to any agreement between a User on the one hand and a Third Party Provider on the other hand, or play a part in any negotiations between the parties involved. The Service provider may, however, receive a commission, or other remuneration from Third Party Providers based on the provision of such services, access, introductions, or information to Bidders.

## **8. Compliance with Laws**

Each User shall comply with all applicable laws, statutes, ordinances and regulations regarding the use of the Portal, bidding on or purchase of merchandise, and posting and retrieval of information (including without limitation those governing export control, unfair competition, antitrust, cartelisation, government/public sector procurement, or false advertising). Each User hereby acknowledges that the Service provider has an express policy of complying with Government and Competition laws, in particular with respect to Government and Public Sector procurement rules, and that the operation of the Portal is not intended to facilitate collusion or other illegal agreements among competitors. Accordingly, each User hereby represents and warrants that it does not intend to and will not use the Portal to violate Competition laws or Government/Public Sector procurement rules and will not knowingly act as a conduit or intermediary for price-fixing or any other anti-competitive agreement among competitors.

## **9. Intellectual and Informational Property; Ownership**

"User Information" shall include any information a User transmits to the Portal, or provides to the Service provider, including without limitation, all information provided in the registration, listing, or buying and selling processes. User Information includes Contact Information and Transactional Data as further described in the Privacy and Confidentiality Policy. Bidders retain sole ownership of their User Information. "The Service Provider Information" includes, without limitation, all data, reports, analysis, marketing strategies, sales estimates, and performance results, developed or derived in connection with the operation of the Portal. The Service provider Information shall not be specific or identifiable to any particular User. Bidders will have no ownership interest in or right of access to the Service provider information.

So that the Service provider does not violate any rights a User has in its User Information, each User hereby grants to the Service provider a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to reproduce, transmit, distribute, and publicly display such information, and create derivative works from such information, in connection with the operation of the Portal, and the Service provider's marketing, publicity and advertisement thereof in any form and media now known or currently unknown. User Information will be used in accordance with the then-current Privacy and Confidentiality Policy, incorporated herein by reference. The Service provider may refer to any Company as a User in sales presentations, marketing presentations and marketing activities.

The Portal and all such intellectual property rights included therein (including but not limited to copyrights, trademarks and service marks), are owned or licensed by, and all such right, title and interest therein shall remain the property of, the Service provider. Certain trademarks and content are licensed from third parties and all such third party trademarks and content, and all intellectual property rights related thereto, belong to the respective third parties. Bidders shall not remove any copyright, trademark or other intellectual property or proprietary notice or legend contained on the Portal or its content.

## **10. System Integrity**

Each User hereby agrees not to tamper in any way with the software or functionality of the Portal. Without limiting the foregoing, each User agrees not to put any computer programs, information or data into the Portal which contains any viruses, time bombs, Trojan horses, worms, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or information.

## **11. Confidentiality**

Bidders are responsible for implementing sufficient firewalls, protections, procedures and checkpoints to satisfy their particular requirements for the protection of their systems and/or accuracy of data input and output, and for maintaining a means external to the Service provider for the reconstruction of lost data. Bidders agree not to disclose any other User's User Information including, without limitation, all information provided during the buying and selling processes. Bidders agree not to invade another User's privacy, including, but not limited to, the breach or attempted breach of the security of another's computer, software or data. Use or distribution of tools designed for compromising privacy or security is strictly prohibited.

## **12. License**

Subject to the Terms and Conditions, the Service provider hereby grants each User a personal, non-transferable, non-exclusive, non-sub-licensable license to use the software and the user interface for viewing and otherwise using the Portal and its services in accordance with the Terms and Conditions, and for no other purpose. All rights, title and interest in and to the software, user interface and content made available from, on or through this Portal shall belong to the Service provider or its third party providers or suppliers, including all modifications thereof and enhancements thereto. The software and user interface made available from, on or through this Portal may not be copied, modified or distributed by Bidders, nor may derivative works be prepared therefrom. The license granted pursuant to the Terms and Conditions is solely for the internal use of Bidders and may not be used for any time sharing or service bureau purposes outside of User's organization. Bidders shall not reverse engineer, decompile, or otherwise

translate, in any way, the software and user interface made available from, on or through this Portal. Bidders shall have no right or claim of right to the software or any unique ideas found on this Portal. No ownership rights are granted to Bidders hereunder and no title is transferred hereby.

### **13. Our Relationship**

Bidders and the Service provider are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Usage Agreement, or the Terms and Conditions.

### **14. Termination**

In its sole discretion, the Service provider may restrict or terminate any User's usage of the Portal products or services, postings, or current bids immediately if said User breaches any of the Terms and Conditions, fails to pay any overdue amount as described in Section 6, or if the Service provider is unable to verify or authenticate any information provided by the User. In its sole discretion, the Service provider can enforce this provision against individual employee-Users of a Bidder, or the Bidder itself. Bidders may terminate their User IDs and Passwords at any time. Notice of termination must be provided in accordance with the requirements set forth in Section 18. Each User agrees that, upon termination of this Usage Agreement, said User will pay all outstanding amounts owed to the Service provider, in full, and honour all outstanding transactions and pending transactions. Any amount not due prior to seven (7) days from the date the Usage Agreement is terminated is due within seven (7) days after termination. Each User hereby acknowledges and agrees that in the event said User fails to pay all amounts due within seven (7) days after termination of this Usage Agreement, such unpaid amounts shall be deemed "overdue" and interest will accrue on such overdue amounts at a rate of one and one-half percent (1.5%) per month or part thereof, or the maximum amount allowed by law, whichever is less.

### **15. Statute of Limitations**

Each User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Portal or the Portal or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **16. Arbitration and Interim Relief**

Any controversy or claim arising out of or relating to the Terms and Conditions, including, without limitation, this Usage Agreement, shall be settled by binding arbitration, by a single arbitrator knowledgeable in both commercial transactions and the Internet services businesses generally, in accordance with the applicable/governing Indian Arbitration Act. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Mumbai, and judgment on the arbitration award may be entered into the Bombay High Court having jurisdiction thereof. Neither the Service provider nor the User may seek any interim or preliminary relief, from any court without serving the other party with a notice of intention to seek such relief (including details of relief sought and of the case to be made out in court) of not less than three (3) working days at its registered or known address. Each User and the Service provider agree that any dispute regarding the validity or scope of this clause shall be commenced in the Bombay High Court and shall be governed by the laws of India. The fees of the arbitrator shall be borne by the parties equally.

### **17. Notices**

Except as explicitly stated otherwise or required by law, each User shall provide any notices to the NexTenders (India) Private Limited at "Yuchit", Juhu Tara Road, Mumbai 400 049, Maharashtra, INDIA. Email Notices shall be deemed given one (1) working day after the email is sent, unless the sending party receives notice that the address is invalid or the email has otherwise failed to reach the destination email address within such period. Postal/Courier Notices shall be deemed given upon delivery to the receiving party.

## **18. Governing law and jurisdiction**

This Usage Agreement and the relationship between any User and the Service provider, unless otherwise stated in a separate agreement between any User and the Service provider, shall be governed by and construed in accordance with the laws of India and the High Court of Mumbai shall have exclusive jurisdiction without regard to conflict of law provisions. Each User and the Service provider agree that the provision of the 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to any item sold on the Portal. Those who choose to access this Portal from other locations do so on their own initiative and are responsible for compliance with local laws.

## **19. Indemnification**

Without limiting the generality or effect of other provisions of this Usage Agreement, as a condition of use, each User agrees to indemnify, hold harmless, and defend the Service provider and its parents, subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors acting in their capacity of providing services to the Service provider, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any third party claims arising out of (a) such User's usage hereunder and/or engagement in transactions on the Portal, including, but not limited to, failure of any Products to meet specifications or breach of warranty, (b) such User's failure to comply with any applicable laws and regulations (including without limitation those regarding the export/import of Products or technology) or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services, (c) such User's breach of any of its obligations set forth in the Terms and Conditions; and (d) infringement claims asserted against the Service provider based on its use of User's intellectual and informational property; and (e) such User's agreements or transactions with Third Party Providers. User shall not settle any such claim without the written consent of the applicable Indemnified Party, which such consent shall not be unreasonably withheld.

## **20. Limitation of liability**

IN NO EVENT SHALL THE SERVICE PROVIDER, NOR ANY OFFICER, AFFILIATE, DIRECTOR, SHAREHOLDER, AGENT, SUBCONTRACTOR (INCLUDING WITHOUT LIMITATION TECHNOLOGY PROVIDERS AND SUPPLIERS) ACTING IN ITS CAPACITY OF PROVIDING SERVICES TO THE SERVICE PROVIDER, OR EMPLOYEE BE LIABLE TO ANY USER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, EARNINGS, OR BUSINESS OPPORTUNITIES, OR EXPENSES OR COSTS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, RESULTING DIRECTLY OR INDIRECTLY FROM, OR OTHERWISE ARISING (HOWEVER ARISING, INCLUDING NEGLIGENCE) OUT OF: THE USE OF THE PORTAL BY THE USER, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM OR ARISING OUT OF SUCH USER'S RELIANCE ON THE PORTAL, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION, NON-DELIVERIES, MISDELIVERIES, TRANSMISSIONS, EAVESDROPPING BY THIRD PARTIES, OR ANY FAILURE OF PERFORMANCE OF THE PORTAL; ANY AGREEMENT ENTERED INTO BETWEEN ANY USER AND ANY THIRD PARTY (OR THE NEGOTIATIONS OR DISCUSSIONS CONDUCTED IN ANTICIPATION OF ANY SUCH AGREEMENT), WHETHER OR NOT SUCH THIRD PARTY IS A THIRD PARTY PROVIDER AS DEFINED IN THIS USAGE AGREEMENT; THE TERMINATION OR SUSPENSION OF A USER'S ID AND PASSWORD BY THE SERVICE PROVIDER PURSUANT TO THE TERMS AND CONDITIONS; THE FAILURE, OR ALLEGED FAILURE, OF ANY PRODUCT OR SERVICE PURCHASED OR TRANSFERRED PURSUANT TO THE PORTAL TO CONFORM TO ANY SPECIFICATIONS OR TERMS, WHETHER PUBLISHED ON THE PORTAL OR NOT; THE BREACH, OR ALLEGED BREACH, OF ANY WARRANTY, EXPRESS OR IMPLIED, RELATING TO ANY SUCH PRODUCT, SERVICE OR SHIPMENT; OR GOVERNMENT RESTRICTIONS, STRIKES, WAR, ANY NATURAL DISASTER OR FORCE MAJEURE, OR ANY OTHER CONDITION BEYOND THE SERVICE PROVIDER'S REASONABLE CONTROL. THE SERVICE PROVIDER'S LIABILITY TO ANY USER OR ANY THIRD PARTY IN ANY CIRCUMSTANCES IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF TRANSACTION FEES PAID BY SAID USER OR PARTY FOR THE TRANSACTION IN QUESTION GIVEN RISE TO LIABILITY, OR (B) RS. 5,000.

## 21. Miscellaneous Provisions

These Terms and Conditions constitute the entire agreement and understanding between the parties with respect to the User's use of the Portal, and supersede and replace any and all prior written or verbal agreements. Headings are for reference only. A party's failure to insist upon or enforce strict performance of any provision of the Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between a User and the Service provider nor trade practice shall act to modify any provision of the Terms and Conditions. If any particular provision of the Terms and Conditions is held to be invalid or unenforceable, such determination shall not affect any other provision of the Terms and Conditions which shall remain in full force and effect. In addition, if any provision contained in the Terms and Conditions shall for any reason be held to be excessively broad as to activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. These Terms and Conditions may not be assigned or transferred to third parties by any User without prior written permission from the Service provider. A User shall not be construed to be a third party beneficiary of any agreement between the Service provider and any supplier to the Service provider.

## 22. Copyright and trademark notices

The entire contents of the Portal are copyrighted under applicable copyright laws. The Service provider or its licensors are the exclusive owners of the copyrights.

Date: 17<sup>th</sup> August 2012

## PRIVACY AND CONFIDENTIALITY POLICY

The Service Provider has a strong commitment to your privacy and the confidentiality of the information we collect. The Service provider provides this Privacy and Confidentiality Policy ("Policy") for the benefit of all of its visitors and Bidders. If you have any questions or concerns regarding the Service provider's information practices, or this Policy, please contact us.

This Policy and the [Usage Agreement](#) govern your use of the Portal and participation in the Portal, and, together, constitute the "Terms and Conditions." By signing a hard copy of the form and faxing it to the number indicated, or continuing to use this web site, each User accepts and is legally bound by the Terms and Conditions.

Notice to Non-Indian Bidders. Please note that the information you enter on the Service provider's web site ("the Portal"), or otherwise provide to the Service provider, may be transferred outside of your country, for the purposes of processing, by the Service provider or its subsidiaries or affiliates located in India or elsewhere, in order to provide you with the services of this Portal and the Portal. By agreeing to this Policy, you consent to the transfer of all such information to India or any other country decided by the Service provider and the processing of that information by the Service provider in the manner described in this Policy.

Contact Information. When you sign-up to participate on the Portal, we will ask you for certain information that identifies you and allows us to contact you ("Contact Information"). We collect Contact Information to provide the requested products and services. We may also use Contact Information to contact you regarding the new Service provider product offerings. You may choose to limit or refuse these types of communications.

Occasionally, we may provide your Contact Information to the Service provider's business partners whose products or services might be of interest to you. We will provide you the opportunity to limit or deny third

party access to your Contact Information. The Service provider may name your company as a user in advertising, promotional, and marketing materials.

We may disclose aggregate information about our Users with advertisers, business partners, sponsors, and other third parties. This data is used to customize the content and advertising of our Portal, and to provide the best customer experience possible. Aggregate information will not reveal the identity of any individual or company.

The Service provider has implemented technical, environmental, and administrative measures to protect against the loss, misuse and alteration of all information under its control.

While the Service provider links to web sites that share its respect for privacy, the Service provider is not responsible for the information practices or the content of such web sites.

Transactional Data. The Service provider will collect data from your interaction with the Portal and your use of the Service provider's products and services ("Transactional Data"). The Service provider will maintain such Transactional Data in strict confidence and with complete security. The Service provider may make limited use of Transactional Data, consistent with the Usage Agreement. The Service provider will not disclose company-specific Transactional Data. Transactional Data will only be disclosed in aggregate form, without any information that would directly or indirectly reveal the identity of an individual firm. The Service provider will disclose only historical Transactional Data. Any such disclosure will not threaten to reveal competitively sensitive information or provide the opportunity for anti-competitive behaviour.

AS SIGNIFIED BY MY ELECTRONIC CONSENT BY SIGNING THE HARD COPY OF THE FORM AND FXING IT TO THE NUMBER INDIACATED OR BY CONTINUING THE USE OF THE WEB SITE, I HAVE READ, UNDERSTOOD, AND HEREBY AGREE TO ABIDE BY THE TERMS SET FORTH IN THESE TERMS AND CONDITIONS INCLUDING THE USAGE AGREEMENT AND THE PRIVACY AND CONFIDENTIALITY POLICY.

If you prefer to sign and fax this form to the Service provider, please complete the spaces below and fax to +91-22-26611285, ATTN: Legal, REF: Portal Terms and Conditions

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Print Portal Name(s) where Company is Registered: \_\_\_\_\_  
Print Company Name and Portal User Id: \_\_\_\_\_  
Print Telephone Number and Email: \_\_\_\_\_

(for use if the Service Provider has trouble receiving this form)