#### **TERMS AND CONDITIONS**

These Terms and Conditions (the "**Terms**") govern your access to and use of [http://www.sp-oilandgas.com/] ("**Website**") and such other services as are stipulated therein. These Terms are effective immediately from the time any viewer visits the website and you explicitly agree to comply with and be bound by the Terms and all provisions, policies and guidelines incorporated by reference herein. Your use of the website and the information provided herein is at your own risk. If you do not agree to all provisions, policies and guidelines of the Terms, do not use this web site.

#### 1. General

This website is provided to you on an "as is where-is" basis, without any warranty. Shapoorji Pallonji does not make any warranties, express or implied, including, without limitation, for itself and any third party providing materials, services, or content to this Website or those of merchantability and fitness for a particular purpose, with respect to any information, data, statements or products made available on the Website.

You are responsible for complying with all laws and regulations in the country in which you live when you access and use the services and information provided by the Website, including the laws of India such as the Information Technology Act, 2000 and rules framed thereunder. You agree to use the services and information only in compliance with the Terms and applicable laws, and in a manner which does not violate our legal rights or those of any third party(ies).

Shapoorji Pallonji companies have their own separate identities but on this Website we may sometimes use "Shapoorji Pallonji", "Group", "we" or "us" when we refer to Shapoorji Pallonji companies in general in addition to the management and support team of this Website.

#### 2. Information

Any information provided on the Website shall not constitute an invitation to invest in Shapoorji Pallonji or any of their companies or any affiliates. Shapoorji Pallonji and its affiliates, their officers, employees or agents shall not be liable for any loss, damage or expense and do not take responsibility for any damage to your computer system or loss of data arising out of any access to, use of, or reliance upon this Website or the information, or any website linked to this Website. Further, you agree to indemnify Shapoorji Pallonji and/or their affiliates from any losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to any misuse by you, of the content and services provided on the Website.

Shapoorji Pallonji and its affiliates, their officers, employees or agents shall not be liable for any inaccuracies or omissions in this Website and any decisions you make based on information contained in this Website are your sole responsibility. Shapoorji Pallonji makes no commitment to update or correct any Information that appears on the Internet or on this Website.

Distribution, alteration, transmission or revision of the contents of this Website in any form is not permitted. You agree not to copy and distribute and information provided on this Website on any other computer system or server, or modify or use the information, text or graphics on this Website. You hereby agree and confirm that you shall not reproduce any part of the Website which may be sold or distributed for any purpose whatsoever nor shall it be modified or incorporated in any other work, publication or website, whether by printing off onto paper, storing on disk, downloading or in any other way in hard copy or electronic format.

Further, any information provided on this Website does not constitute an offer for any employment, affiliation, collaboration or otherwise with Shapoorji Pallonji and/or its affiliates and any information provided by you towards the Website shall be at your own discretion and risk. Any information or material you post or transmit to Shapoorji Pallonji over the Internet is, and will be treated as, non-confidential and non-proprietary. By transmitting or posting any information or communication to this Website you agree that Shapoorji Pallonji or any of its affiliates may use your communication as material for any purpose, including reproduction, transmission, publication, broadcast and posting. Further, by accessing this Website you expressly agree not to post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence or violation of any law. Shapoorji Pallonji shall not be liable for providing any offers for employment, affiliation or otherwise to you and shall not be responsible for any loss, damage, expenses or cost incurred by you in respect of the same.

### 3. Third Parties

This Website may be linked to other websites that are not under the control of or maintained by Shapoorji Pallonji. Such links do not indicate any responsibility or endorsement on our part for the external website concerned, its contents or the links displayed on it and you are advised to peruse the policies posted by other websites regarding privacy and other topics before use. Shapoorji Pallonji is not responsible for third party content accessible through the Website, including opinions, advice, statements and advertisements, and shall take no liability, obligation or responsibility for any such correspondence, purchase or promotion. Further, you agree to indemnify and hold harmless Shapoorji Pallonji and/or itsaffiliates from the risks and losses, costs, damages, liabilities, and expenses associated with the use of such content.

## 4. Use of Website

We reserve the right, at any time and without prior notice, to remove, block, or disable access to any content that we, for any reason or no reason, consider to be objectionable, in violation of the Terms or otherwise harmful to the services or our users in our sole discretion. Subject to the requirements of applicable law, we are not obligated to return any of your content to you under any circumstances. Any review, which is derogatory, defamatory or hateful and without any substantial evidence may be taken down at our sole discretion.

# 5. Intellectual Property

The names, marks and copyrights in the artistic style in which they are represented herein belong to and are owned by [Shapoorji Pallonji And Company Private Limited] and Shapoorji Pallonji is the sole and exclusive copyright owner of the services and the content as provided on this Website. Shapoorji Pallonji exclusively owns the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world associated with the services and the information and content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. Nothing in the Terms gives you a right to use any of Shapoorji Pallonji's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You further acknowledge that the services and information provided may contain information which is designated as confidential by Shapoorji Pallonji and that you shall not disclose such information without our prior written consent.

You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of Shapoorji Pallonji; or remove, conceal or obliterate any copyright or other proprietary notice or source identifier, including without limitation, the size, color, location or style of any proprietary mark(s). Any infringement shall lead to appropriate legal proceedings against you at appropriate forum for seeking all available/possible remedies under applicable laws of the country of violation. You cannot modify, reproduce, publicly display or exploit in any form or manner whatsoever any of the Shapoorji Pallonji's content in whole or in part except as expressly authorized by Shapoorji Pallonji.

Further, you agree to protect our proprietary rights and the proprietary rights of all others having rights in the services and information provided during and after the term of this agreement and to comply with all reasonable written requests made by us and licensors of content or otherwise to protect their and others' contractual, statutory, and common law rights in the services and the information.

### 6. Modification to Terms

Shapoorji Pallonji reserves the right to change or modify these Terms at their sole discretion from time to time. By browsing this Website, you accept and confirm that you are bound by the current Terms and to stay updated with the modified Terms as and when they are updated.

## 7. Jurisdiction

These Terms are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. The applicable courts of law at Mumbai shall have exclusive jurisdiction over any disputes arising under and/or out of the Terms and your acceptance thereof.