

SPARK INCUBATOR- TERMS & CONDITIONS

Notice: Please read these terms and conditions carefully. They set out the terms under which the Services operated by Spark (the web sites, portals together with the content, search facilities, directory services, e-mail, forums, expert, blogs, newsgroups, and other services provided by Spark from time to time and which additional terms and conditions may apply) are made available to you. These Terms and Conditions apply to Members, Advertisers, Subscribers to any Services provided by Spark and to visitors to any Spark Service. By accessing any of the Services whether as a Member, a Subscriber, or a visitor you agree to be bound by these terms and conditions.

We reserve the right to amend these Terms and Conditions without notice.

1. Definitions

In these Terms and Conditions of Service the following definitions will be used, which when written with a capital letter shall have the meanings described below:

- 1.1. Terms and Conditions: These general terms and conditions apply to all services provided by. Additional terms and conditions may apply to certain services.
- 1.2. Spark: Spark is incubation cell which is under Vaibhav Global Limited and its registered office at K6-B, Fateh Tiba, Adarsh Nagar, Jaipur and Corporate office at E-69, EPIP, Vaibhav Global Limited, Sitapura, Jaipur
- 1.3. Spark: The internet site spark@vglgroup.com operated by Spark through which Users can register to become Members.
- 1.5. User: Any natural person or legal entity who registers to become a Member or enters as a Visitor to any Service.
- 1.6. User Name: The Members identification code.
- 1.7. User Password: The private key composed of letters and numbers by the Member and required for access to certain Services or parts thereof.
- 1.8. Service(s): All services provided by Spark including but not limited to the web sites, portals together with the content, search facilities, directory services, the possibility of sending and receiving e-mail via an e-mail address, forums, bulletin boards, newsgroups, the provision of directory services and Web Sites for Users and other services provided by Spark from time to time.
- 1.9. Privacy Policy: The policy of Spark with respect to privacy of User information.
- 1.10. E-Mail address: A unique address supplied by Spark at the User's request and with which electronic messages can be exchanged.
- 1.11. Third Party: A party other than Spark or the User.
- 1.12. Member: An individual User who has registered to become a Member of spark@vglgroup.com

2. User Privacy

- 2.1. We take your privacy seriously. Please view our comprehensive Privacy Policy.
- 2.2. We will respect your personal information and undertake to comply with all applicable Indian Data Protection legislation currently in force.

2.3. If you are a Member you agree that Spark may use the personal information provided by you. Such use will be in accordance with our Privacy Policy. Our use is subject to any limitations you selected or choices you made on the Registration Form where applicable.

2.5. Members agree that Spark may contact them by e-mail to keep them informed about relevant Services.

2.6. If you are a visitor to any Service our use of your personal information will be in accordance with our Privacy Policy.

2.7. If you enter into transactions with or provide information to Third Parties providing content or services to any Service, you will be subject to their privacy policies which we recommend you read.

3. Spark Obligations to Members and Visitors

3.1. We will use our reasonable endeavours to maintain the Services in an accessible and satisfactory operating condition.

3.2. There can however be no guarantee that the Services will always be accessible and in satisfactory operating condition and therefore we cannot and do not accept any responsibility for interruptions or failures to any Service or for any defects that may exist, or for any costs, loss of profits, loss of data, or consequential losses arising directly or indirectly from any User's use of or inability to access or use any Service.

4. Users Responsibility for Content and Conduct

4.1. Users are responsible for any content that they post or transmit on or through any Service.

4.2. Users are not permitted to use any Service to distribute, link to, or solicit content that:

4.2.1. is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, vulgar, gratuitously violent, obscene, pornographic, libellous, invasive of another's privacy, or racially, ethnically, or otherwise offensive.

4.2.2. includes personally identifiable information about children.

4.2.3. infringes someone else's intellectual property or other rights.

4.2.4. advocates or solicits violence or other criminal conduct.

4.2.5. violates any law, regulation or contract.

4.2.6. promotes participation in multi-level or pyramid marketing initiatives.

4.2.7. constitutes a raffle, sweepstake, lottery, or any other form of gambling.

4.2.8. specifically advertises firearms or ammunition, tobacco, alcohol, pornography, investment services or solicitation for investment, or any other product or service that is illegal in India or the domicile or residency of either the distributor or recipient.

4.2.9. constitutes unsolicited or unauthorised advertising, junk or bulk e-mail, chain letters or any other unsolicited commercial communication, except as Spark specifically authorises.

4.2.10. contains software viruses or any other computer code, files or programmes that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment.

- 4.3. Users will comply with all applicable laws and regulations regarding on-line conduct and content.
- 4.4. Users will not use any Service to collect, store or use information about others for the purpose of sending unsolicited or unauthorised communications.
- 4.5. Except as specifically authorised by Spark (via license or otherwise), Members will not reproduce, distribute, or commercially exploit any part of any Service.
- 4.6. Users are responsible for all activities that occur under any Username and/or User Password and are required to keep their Username and User Password confidential.
- 4.6.1. Username and User Password are not transferable and may only be used by the party to whom they were originally issued.
- 4.6.2. Users must notify Spark immediately of any unauthorised use of their Username and or User Password or any account associated with the same or any other breach of security.
- 4.6.3. Users will not disrupt the functioning of any Service, solicit another's Username or User Password, or otherwise act in a way that interferes with other User's use of any Service.
- 4.6.4. Users may not post or distribute any computer programme that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information about any User.
- 4.7. Users are required to provide accurate and current information on all registration and or subscription forms for any Service.
- 4.7.1. Users will not impersonate any person or entity, misrepresent their affiliation with a person or entity or misrepresent the origin of any content distributed through any Service.
- 4.8. If Users post content in areas of any Service available to the general public, other than User specific web sites provided by Spark as part of a Service that Users have subscribed to, they are giving Spark the world-wide, royalty-free, perpetual, irrevocable, sub-licensable and non-exclusive license to use, reproduce, transmit, modify, adapt, frame, brand, co-brand, and publish such content in any media now known or developed in the future, including the right to make the content available to the general public. If Users submit summary files or other materials to any Service or to Spark, they license Spark to display, distribute, frame and link to that content via any means Spark chooses, and they warrant that they have all rights necessary to authorise the distribution and re-distribution of that content. Users will provide information that Spark reasonably requests relating to any claim that their content infringes the rights of a Third Party.
- 4.9. The opinions and views expressed by other Users of any Service or content providers are their own and do not necessarily reflect those of Spark. Users waive any claim resulting from their exposure to material on any Service that is offensive, indecent, or otherwise objectionable.
- 4.10. Users agree to indemnify Spark, its subsidiaries, affiliates, officers, agents and employees against any claim or demand, including reasonable attorney's fees, relating to content Spark distributes via any Service or their use of, or conduct on, any Service.

5. Services

5.1. All Services are provided by Spark without any warranties or guarantees unless specifically stated.

5.2. Spark may edit, move, or delete any content on any Service, including content or communications provided by Users, for any reason. Spark may disclose content or user information if required to do so by law or in good faith believe that doing so is necessary to:

5.2.1. Comply with legal process

5.2.2. Enforce these Terms and Conditions

5.2.3. Respond to claims that any content violates the rights of Third Parties.

5.2.4. Protect the rights, property or personal safety of Spark, its Sponsors and accredited third parties, Users, or the public

5.2.5. Administer any Service.

5.3. Spark does not routinely pre-screen, monitor or edit content provided by Users or Third Parties. Spark is not responsible for any failure to remove or for any delay in removing harmful, inaccurate, unlawful, or otherwise objectionable content originating with or otherwise provided by Users or Third Parties.

5.4. Users with an interest in promotions, services or merchants found on or via any Service are dealing solely with the User and the Third Party, unless expressly stated to the contrary by Spark. Spark will not be responsible for any direct or indirect loss or damages that may arise from any such dealings.

5.5. Spark may provide or merchants and content providers found on or via any Service or Users may provide, links to other web sites or resources. Spark does not and will not accept any responsibility for these web sites or resources, neither can we be deemed to have endorsed their content, products, or services merely because they are accessible via any Service.

5.6. Spark makes all reasonable efforts to ensure that all information provided by it within any Service is accurate at the time of its inclusion. Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date. However, there may be errors, inaccuracies, or omissions in respect of which Spark excludes all liability. Spark makes no representations or warranties, express or implied, about the information and views included on any Service, including links to Third Party or User web sites. Any decision taken by Users based on the information contained on any Service is their sole responsibility. The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

5.7. Information provided by Spark does not constitute legal or professional advice and should not be relied upon without taking independent advice.

5.8. Spark, its affiliates, information providers and content partners do not provide any warranty as to the timeliness, accuracy or completeness of the information contained within any Service.

5.9. Competitions promoted by Spark, may be run by itself or in conjunction with Third Parties. Each competition has its own rules and regulations, which Users agree to be bound by on entering the

competition. Unless expressly stated to the contrary, Spark's competitions are only open to residents of the India over 18 years of age. Spark is not responsible for and will not be governed by the rules and regulations of any Third-Party competitions promoted directly or indirectly via links from any Service.

5.10. Spark owns all intellectual property rights to the content on the Services and its design, structure, and compilation (often known as "look and feel"), except where specifically attributed to Third Parties.

5.10.1. Users may view, copy, download and print documents from Services as long as they use them only for personal non-commercial purposes and do not post, distribute, or modify them or remove any copyright, trademark, or other proprietary notices.

5.10.2. For permission to use Third Party materials appearing on any Service, please contact the appropriate copyright owner.

5.10.3. If Users believe that their work has been copied and is accessible on any Service in a way that constitutes copyright infringement, please contact Spark as soon as possible by sending an email to spark@vglgroup.com

5.11. Where Spark provides Users with E-mail, web hosting or other Services which involve Spark is providing storage space on computers, Spark hereby reserves the right to impose limits on the storage space provided. Such limits may be made by reference to the physical amount of space made available to Users, the number of e-mail messages held, the size of any attachments sent, or any other method Spark may specify. Spark reserves the right to vary these limits from time to time and will keep relevant Users informed by e-mail. Spark reserves the right to accept material and/or to delete material which exceeds the relevant limit.

6. Limitation of Liability

6.1. Spark's entire liability to Users in respect of all matters associated with the Services shall be limited as follows:

6.1.1. Nothing in these Terms and Conditions excludes Spark's liability for death or personal injury arising from the negligence of Spark, its servants, or agents.

6.1.2. Nothing in these Terms and Conditions excludes any other liability which is prohibited from being excluded by law.

6.1.3. Except as set out in 6.1.1 and 6.1.2 above Spark accepts no liability for and hereby excludes any liability for any consequential or indirect losses, loss of profits, loss of business, loss of goodwill or any form of special damages.

6.1.4. Spark's liability for direct loss shall, subject to paragraphs 6.1.1 and 6.1.2 above, be limited to the amount actually paid by the User to Spark and all conditions, warranties, or other terms whatsoever inconsistent with the provisions of this sub paragraph are hereby expressly excluded.

6.1.5. In the event that 6.1.3 should prove for any reason ineffective to exclude any liability referred to in that sub paragraph, any such liability shall, subject to 6.1.1 and 6.1.2 above be limited to the amounts actually paid by the User to Spark.

6.1.6. Each of sub paragraphs 6.1.1 to 6.1.5 above shall be a separate and severable limitation and if any one or more of them shall prove for any reason ineffective to exclude any liability referred to in the relevant sub paragraph(s) the remaining sub paragraphs shall remain in full force and effect.

7. Other Conditions

7.1. If any provision of these Terms and Conditions is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions.

7.2. These Terms and Conditions may be amended from time to time. Any amendments shall be affected by posting the amended Terms and Conditions within the Services. Spark may, but is not obligated to, inform Members and Subscribers of any amendment by e-mail. Spark may also in the same way extend these Terms and Conditions to include other conditions applicable to specific products or services offered by Spark from time to time.

7.3. These Terms and Conditions shall be deemed to be a contract made in India between the User and Spark and these Terms and Conditions and the User's use of the Services are subject to and shall be construed in accordance with Indian law.

7.3.1. Interpretations of this agreement and determinations that a User has breached the agreement will be made at Spark's reasonable discretion and based upon facts known to us.

7.4. The failure by Spark to enforce any right under these Terms and Conditions will not waive the right of Spark to do so.

7.5 Any and all disputes, controversies, differences arising between the parties hereto out of or in relation to this or any breach thereof shall be finally settled by arbitration. The venue of Arbitration shall be at Jaipur (INDIA) only and the language of Arbitration shall be English.

7.6 The courts in Jaipur shall have the exclusive jurisdiction to try and entertain any/all disputes/issues arising from and relating to this matter.