

LIABILITY DISCLAIMER

The information included in or available through the Cequin sites/services may include inaccuracies or typographical errors. Changes are periodically made to the Cequin sites/services and to the information therein. Cequin and/or its respective sister organisations may make improvements and/or changes in the Cequin sites/services at any time. Advice received via the Cequin sites/services should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation. This site may contain links to other websites operated by third parties (“linked sites”). You acknowledge that, when you click on a link to visit a linked site, a frame may appear that contains the Cequin logo, advertisements and/or other content selected by Cequin. You acknowledge that Cequin and its sponsors neither endorse nor are affiliated with the linked site and are not responsible for any content of any linked site or any link contained in a link site, or any changes or updates to such sites. You also acknowledge that Cequin is providing these links to you only as a convenience.

You specifically agree that Cequin shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through a Cequin site/service. You specifically agree that Cequin is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another’s rights, including intellectual property rights. You specifically agree that Cequin is not responsible for any content sent using and/or included in an Cequin site/service by any third party.

In no event shall Cequin and/or its affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Cequin sites/services, with the delay or inability to use the Cequin sites/services or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Cequin sites/services, or otherwise arising out of the use of the Cequin sites/services, whether based on contract, tort, negligence, strict liability or otherwise, even if Cequin or any of its sister organisations has been advised of the possibility of damages. Cequin does not endorse in anyway any advertisers/ contents of advertisers on its webpages. Please therefore verify the veracity of all information on your own before undertaking reliance and acting thereupon. Cequin shall not be responsible nor liable for any consequential damages arising on account of your relying on the contents of the advertisement.

This agreement is governed by the laws of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in India in all disputes arising out of or relating to the use of the Cequin sites/services. Use of the Cequin sites/services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree to indemnify and hold Cequin, its subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys’ fees, asserted by any third party due to or arising out of your use of or conduct on the Cequin sites/services. Cequin reserves the right to disclose any personal information about you or your use of the Cequin sites/services, including its contents, without your prior permission if Cequin has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Cequin or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. Cequin performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Cequin’s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Cequin sites/services or information provided to or gathered by Cequin with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Cequin with respect to the Cequin sites/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Cequin with respect to the Cequin sites/services.