### 1. General

Molecular Connections Private Limited (hereinafter MC) hosts the MCDESiGN web site (<a href="www.mcdesign.co.in">www.mcdesign.co.in</a>) at which users can access database relating to Indian design patent documents. This User Agreement sets forth the terms and conditions governing the access and use of our site by you, the user. If you use our web site, you agree to comply with the applicable terms and conditions of this User Agreement.

# 2. Changes to the Terms and Conditions

MC reserves the right to amend, supplement or delete at any time the terms and conditions provided in this Agreement and the technical specifications of MCDESiGN database without any consent of the user. MC shall notify the user of any changes in the way as separately provided by MC, and these changes shall be applicable to the user immediately upon notice.

#### 3. Permitted Uses

- A. General: The MCDESiGN database (<a href="www.mcdesign.co.in">www.mcdesign.co.in</a>) is owned and operated by Molecular Connections Private Limited, Bangalore, INDIA. All materials appearing on this database, including site design, text, images, interfaces, and arrangements are owned or licensed by MC. Permission is granted to electronically copy and to print hard copy portions of these materials only as described below or elsewhere on this database. Any other use of materials on this database, including but not limited to, reproduction for purposes other than those noted on our database, modification, transmission, display, distribution or republication, without the prior written permission of MC is strictly prohibited. Users are not permitted to use "web crawlers" or other types of software or hardware technology to automatically download large amounts of materials from the MCDESiGN database. Elements of the database are also protected by trademark, copyright, and other laws and may not be imitated in whole or in part on other web sites.
- B. Commercial: Paid subscribers are permitted to make only limited commercial use of the information contained on the MCDESiGN database. Paid subscribers are permitted to incorporate information from the MCDESiGN database into other products or services in which the subscribers provides added value.

### 4. Registration

In order to access certain portions of MCDESiGN database, you must register with MCDESiGN by completing the applicable registration form. If you do not register, you will not be able to access our database. By registering, you agree to comply with the terms and conditions of your registration form as well as this User Agreement.

A. Eligibility: Registration on MCDESiGN database is limited to persons who are eligible to enter into contracts under applicable law. MC reserves the right to reject your



- application to become a registered user. MC also reserves the right to suspend user privileges and block access of any registered user who violates this User Agreement.
- B. User ID: When you register, you will be asked to use your own email ID which you will need in order to access MCDESiGN database. You agree that the email ID is only for your personal use and you will not permit anyone else to use your email ID. You may not transfer your email ID to anyone else.
- C. Control Responsibility of Password: MC will inform user about the password after the registration process. The user shall manage properly and use legally the password issued by MC. The user shall bear any and all responsibilities for damages arising out of negligence in management or misuse of password or arising out of unfair use of third parties of Users password, and MC shall not be liable for any loss or damage to user.
- D. Complete and Accurate Information: You represent and warrant, that is, you promise, to MC that the information contained in the registration form is complete and accurate. It is your responsibility to keep registration information current.

## 5. Privacy

MC shall keep all information you provide to MCDESiGN confidential and private in accordance with our privacy policy. See <a href="http://www.molecularconnections.com/home/en/privacy-policy">http://www.molecularconnections.com/home/en/privacy-policy</a> to review MC's privacy policy.

## 6. Subscription Packages & User Fees

Subscription packages and corresponding user fees for the MCDESiGN database is as separately provided by MC.

## 7. Payments

You agree to pay current fees in advance for all products and services purchased using your User ID. If any authority imposes a duty, tax, levy or fee on your use of the Services, you agree to pay that amount. You are responsible for the selection of, use of and payment for any telecommunications, internet access, and other systems and services required for you to get access to our web site. If you receive an invoice from MC that you believe is not correct, please contact MCDESiGN Customer Service at <a href="mailto:ipservices@molecularconnections.com">ipservices@molecularconnections.com</a> or in writing at Molecular Connections Private Limited, Kandala Mansions, #2/2, Kariappa Road, Basavanagudi, Bangalore 560 004, India.

### 8. Technical support

- A. MC shall maintain the best efforts to keep in a good condition of the MCDESiGN database.
- B. In case MCDESiGN database is technically interrupted, MC shall make the recovery efforts as soon as possible.



- C. The user agrees that MC may outsource or reconsign to external contractors for the recovery works without any approval of the user.
- D. The interruption originating from communication networks for the user or any other interruptions beyond the control of MC shall not be technically supported.
- E. The user outside India may receive the technical support by way of email communications.

# 9. Confidentiality

MC shall not pass or disclose any confidential information opened or provided by the user to anyone other than persons involved in the technical support of MC and the related persons.

#### 10. Use of Access Information

The user agrees that MC may use internally the user's access information data log created and maintained by a server for the traffic analysis and other purposes. Unless otherwise agreed expressly by the user, above access information shall not be disclosed to the third parties except for the orders from government or public authorities.

### 11. Termination

You may terminate your registration on our database at any time by providing written or email notice to MC at the customer service address set forth on our database. MC also reserves the right to terminate your registration. All applicable provisions of the Agreement will survive termination of this Agreement. Upon termination, you will pay any outstanding fees to MC in full within thirty (30) days and honor all outstanding transactions negotiated via our web site.

### 12. Validity period

This Agreement shall be valid for the period for which the user retains the qualification as a MCDESiGN database membership.

## 13. Obligation after Termination

In the event that this Agreement has become an end for the expiration of duration or the termination, the monetary debt of the user shall remain in force.

#### 14. Jurisdiction

If should an amicable solution between the user and MC not have been reached within a reasonable time, the disputes or controversies between the parties arising out of or in relation to this Agreement shall be brought under the jurisdiction of Bangalore District Court in Karnataka state of India.



# 15. Updation, Amendments and Modifications

MC shall update designs within 7 working days from the date of publication from IPO. However, in case there are large number of designs published in a particular week, MC has the right, in its discretion, to extend the updation term. MC also reserves the right, in its sole discretion, to supplement, modify or discontinue any aspect of our web site, including, without limitation, restricting the times or means of access to our web site. MC also reserves the right, in its sole discretion, to modify this Agreement in any manner and to adopt additional terms or conditions governing your access and use of our database, and the terms and conditions related to the access and use of our web site, at any time, without prior notice. The terms of any such amendment to this Agreement shall become effective immediately upon posting of such terms on our web site, and your use of our web site on or after such effective date shall constitute acceptance of such amended terms.

# 16. Doubts and interpretation

- A. Both parties hereto shall first endeavor to resolve, without delay, any differences or doubts as to the matters provided in this Agreement or any matters not provided in this Agreement or as to the interpretation of this Agreement through mutual discussion in good faith.
- B. This Agreement shall be interpreted and construed in accordance with the laws of India.

