

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY AS BY CONTINUING TO USE THE SERVICES, YOU GIVE YOUR CONSENT TO ABIDE BY THESE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR DO NOT WISH TO CONSENT TO THEM, PLEASE STOP USING THE SERVICES AND EXIT NOW.

These Terms and Conditions (the “Terms”) set forth the obligations and conditions between you (“User”) and Reculta Solutions Pvt Ltd (“Reculta”), relating to your use of the Services defined herein. The User may give access to other individuals (“Authorized Users”) in the User’s own organization for the purpose of using the Services. Please read these Terms carefully. Your use of the Services is expressly conditioned on your acceptance of this Agreement.

“Services” refer to any of the features/ functionalities offered by Reculta via the software hosted on www.welcome.reculta.com or any other website address on the www.reculta.com domain.

An “Authorised User” would refer any user of the Services who has been authorized by the Customer to access all such Services being provided by the Company on the Platform, including but not limited to Placement Team, SPOC for the Customer, students and any tester of the Services.

“Confidential Information” refers to any information related to Reculta or the Services, to which the User may have access by virtue of availing the Services. This includes, but is not limited to, the Services themselves, any updates to the Services, the source code of the Services, and any other information, the dissemination of which to third parties may or can cause irreparable harm and injury to Reculta’s business.

1. Usage of the Services

- a.** The User acknowledges that its right to use the Services will be web-based only pursuant to acceptance of these Terms and the Software will not be installed on any servers or other computer equipment owned or controlled by Client or otherwise provided to Client.
- b.** The use of the Services by Client or any Authorized User pursuant to this Agreement shall be subject to any end user agreement, terms of use, and/or privacy policy applicable to Reculta or any other applicable website used to access the Services.

2. Intellectual Property Rights.

- a.** User acknowledges that all right, title, and interest in and to the Services and the Software, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, or other related materials (collectively, the “Reculta IP”), is, and at all times shall remain, the sole and exclusive property of Reculta. The Reculta IP contains trade secrets and proprietary information owned by Reculta and is protected by copyright laws of India (and other laws relating to intellectual property). Except the right to use the Services, as expressly provided herein, usage of Reculta does not grant to the User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Services or the Software.
- b.** User shall not attempt, or directly or indirectly allow any Authorized User or other third party to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Services in any form or media or by any means.

c. The User shall be bound by the provisions contained in Clause 2 a. and 2 b. covering Intellectual Property Rights of Reculta, irrespective of whether the Services are being used or their use has been ceased by the User.

3. Confidentiality.

a. In addition to, and in no way limiting the requirements relating to the Reculta IP as set forth in Section 2 of these Terms, User shall use its reasonable efforts (but in no case less than the efforts used to protect its own proprietary information of a similar nature) to protect all proprietary, confidential, and/or non-public information pertaining to or in any way connected to the Services.

b. User shall not disclose or publicize the Confidential Information without the Provider's prior written consent.

c. Users shall use their reasonable efforts (but in no case less than the efforts used to protect its own proprietary information of a similar nature) not to disclose and not to use the Confidential Information for their own benefit or for the benefit of any other person, third-party, firm or corporation in a manner inconsistent with the purpose of these Terms.

e. The restrictions on disclosure shall not apply to information which was: (i) generally available to the public at the time of disclosure, or later available to the public other than through fault of the User; (ii) already known to the User prior to disclosure pursuant to these Terms; (iii) obtained at any time lawfully from a third-party under circumstances permitting its use or disclosure to others; or (iv) required by law or court order to be disclosed.

f. Limited Warranty: Reculta warrants that it has the power and authority to grant the access to the Services granted to the User hereunder. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

g. Limitation of Remedy and Liability: User represents that it accepts sole and complete responsibility for: (i) the selection of the Services to achieve User's intended results; (ii) use of the Services; (iii) the results obtained from Services; and (iv) the terms of any contracts between the User and Authorized Users. Reculta does not warrant that the Client's use of the Services will be uninterrupted or error-free. User shall not assert any claims against Reculta based upon theories of negligence, gross negligence, strict liability, fraud, or misrepresentation, and User shall defend Reculta from any demand or claim, and indemnify and hold Reculta harmless from any and all losses, costs, expenses, or damages, including reasonable attorneys' fees, directly or indirectly resulting from User's use of the Services, an Authorized User's use of the Services, and/or any agreement between the User and an Authorized User based on or in any way related to the Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RECULTA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED UPON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF RECULTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Any action under or concerning the use of the Services shall be brought exclusively in the Courts of Delhi. The User and Reculta irrevocably agree and consent that said forum is convenient and has jurisdiction to hear and decide any such action.

5. If any provision in these Terms shall be held illegal, void, or unenforceable due to any cause whatsoever, the remaining portions shall remain in full force and effect.

6. Reculta will not be held responsible for any delay or failure in provision of the Services to the extent that such delay is caused by events or circumstances beyond the Company's reasonable control, including but not limited to fire, flood, storm, act of God, war, malicious damage, failure of a utility service or transport or telecommunications network.

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTOOD THEM, AND AGREE TO BE BOUND BY THESE TERMS. YOU FURTHER AGREE THAT THESE TERMS SHALL BE SUPERIOR TO, AND SUPERCEDE ANY CONFLICTING OR INCONSISTENT TERMS CONTAINED IN ANY OTHER DOCUMENT PROVIDED TO RECALTA BY YOU, OTHER DOCUMENTS PROVIDED TO YOU BY RECALTA, OR AGREEMENTS PREVIOUSLY ENTERED INTO BY THE PARTIES. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES AND/OR THE DATA, AND EXIT NOW.