

## **DISCLAIMER**

The Express Industry Council of India, a body corporate incorporated under the Companies Act, 1956, having its registered office at 501, Crystal Centre, Raheja Vihar, Off. Chandivali Farm Road, Powai, Mumbai – 400072 (“**EICI**” / “**we**” / “**us**”) owns and operates the website <https://www.eiciindia.org/> (“**Website**”). The access to, or use of this Website by any person (“**you**”) is subject to our terms of use including this disclaimer.

EICI represents a cross section of members drawn from international and domestic express companies. It functions not only in its capacity as a council for such express companies but also as a custodian of the common user express terminals at the Bengaluru and Delhi international airports. In such roles and capacities, EICI, from time to time, may post on its Website information, data and materials including but not limited to laws, regulations, notifications, advisories, public notices and other relevant information gathered by it from various sources or provided to it or issued by various governmental authorities such as the central board of indirect taxes and customs, amongst other authorities.

In this regard it is hereby clarified that:

- The content of all pages of the Website is for your general information and use only and no such content shall be binding on EICI.
- We provide the Website and all information, data and materials contained therein on an “as is” and “as available” basis without any warranty or condition, express or implied. We specifically disclaim all implied warranties including, without limitation, warranties of accuracy, timeliness, completeness or suitability of the information, data or materials found on the Website.
- We make no representation or warranty that (a) the Website will meet your expectations or requirements; (b) access to the Website will be uninterrupted, timely, accurate, secure, complete or error-free; or (c) any errors in the information, data or material on the Website will be corrected.
- You understand and acknowledge that all information, data and materials available on the Website may contain inaccuracies or errors, and we shall not be liable for such inaccuracies or errors, or any resulting injury, loss or damage incurred by you upon relying on such information, data or materials. Your use of the information, data and materials available on this Website, including any further circulation, publication, distribution, dissemination, or transmission of the same, is entirely at your own risk and shall be subject to such approvals and conditions as may be prescribed from time to time by EICI and / or the relevant authority (governmental or otherwise) providing such information, data or material. It is your responsibility to ensure the veracity of the information, data or materials and to

familiarise yourself with the approval requirements and conditions applicable to the same before relying upon, dealing with or using the said information, data or materials.

- The Website, and all information, data and materials contained in it are not directed to, or intended to be distributed to any person or entity who is located in, or a citizen / resident of any jurisdiction where the distribution, publication, availability or use thereof would be contrary to applicable law.
- Our Website may contain links to third-party sites that are not operated by us. Such links are provided only for the purposes of convenience, and the inclusion of any link to a third-party site on our Website does not imply endorsement of the site by EICI. If you click on a third-party link, you may be redirected to such third-party's site. We have no control over, and assume no responsibility for the content, privacy policy, terms of use or practices of the third-party site. We advise you to separately review the content, policies, terms and practices of every such site you visit.
- In no event will EICI be liable for any direct, indirect, punitive, incidental, special or consequential damages or for any loss or damages whatsoever based on contract, tort, negligence, strict liability or otherwise arising out of, or in any way connected with your access or use of the Website even if EICI was advised of the possibility of such loss or damages.
- We reserve the right to update or modify this disclaimer at any time without prior notice. Your access to, and use of the Website following any such change constitutes your agreement to follow and be bound by this disclaimer as updated or modified. For this reason, we encourage you to review this disclaimer each time you access or use the Website.
- Your access to, and use of the Website, and any disputes arising in relation thereto, or in relation to the terms governing such access / usage will be governed and construed in accordance with the laws of India. By using our Website, you irrevocably consent to the reference of all disputes that arise out of or relate to your access to / use of the Website to an arbitral tribunal comprising of a sole arbitrator appointed by EICI. The arbitration proceedings will be governed by the Arbitration and Conciliation Act, 1996 and the rules framed under it. The venue, place and seat of the arbitration will be Mumbai, India and the language of the arbitration proceedings will be English. The award rendered will be in writing, with the reasons for the decision. The award will allocate or apportion the costs of the arbitration as the arbitral tribunal considers fair. The award made will be final and binding on the parties thereto. Subject to arbitration as described above, you irrevocably consent to the exclusive jurisdiction and venue of courts in Mumbai, India, in the event of a dispute.