

TERMS OF SERVICE

Effective Date: 16 November 2022

Last Updated on: 16 November 2022

These Terms of Service (“**Terms**”) describe the terms under which **CTOtalk Foundation** (“**CTOtalk**” “**Us**”, “**We**”, “**Our**”) provides an individual or entity, who subscribers to Our [Website](#), which provides them with an opportunity to become a part of the CTO community comprising of Heads of Engineering, Directors of engineering & senior architects and get access to monthly & annual events, blogs, interviews and any other contents published on the Website (“**Service(s)**”) to and use of Our Service(s) (“**You**”, “**Your**”, “**Yourself**”).

By accessing and/or using Our Service(s) or purchasing the tickets for the Events, a) You agree to be bound by these Terms and acknowledge having read the privacy policy located at [Privacy Policy](#). b) You warrant to us that you have the legal capacity to enter into these Terms c) That, in the event, You are entering into these Terms on behalf of any entity/company or its group, You possess the requisite authority to bind such entities, company or its groups to these Terms. If You do not agree to these Terms, You should immediately cease using our Service(s).

You and Us will be individually referred to as “**Party**” and collectively as “**Parties**”.

1. **YOUR RIGHTS**

- 1.1. Subject to Your compliance with these Terms and solely during the Term, You shall have the limited, non-exclusive, revocable right to access and use the Service(s).

2. **YOUR OBLIGATIONS**

- 2.1. Your Obligations: When You subscribe to Our Service(s), You agree to provide true and accurate information as may be required when registering for the Account. You shall be solely responsible for the use of the Service(s).
- 2.2. Acceptable Use: You agree not to (a) impersonate or attempt to impersonate CTOtalk, a CTOtalk employee, another user, or any other person or entity; (b) modify, adapt, or hack the Service(s) or otherwise attempt to gain or gain unauthorized access to the Service(s) or related systems or networks; (c) use the Service(s), store or transmit Sensitive Personal Information; (d) use the Service(s), store or transmit Customer Data, in violation of applicable laws and regulations, including but not limited to violation of any person’s privacy rights, export control laws/regulations; (e) access it for purposes of creating derivative works based on, or developing or operating products or services for third-parties in competition with the Service(s); (f) use the Service(s) to store or transmit any content that infringes upon any person’s intellectual property rights or is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (g) use the Service(s) to knowingly post, transmit, upload, link to, send or store any viruses, malware, trojan horses, time bombs, or any other similar harmful software; (h) “crawl,” “scrape,” or “spider” any page, data, or portion of or relating to the Service(s) (through use of manual or automated means); (i) take any action that may damage or falsify CTO rating; (j) make statements or

representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage CTOtalk or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations.

- 2.3. If We inform You that a specified activity or purpose is prohibited with respect to the Service(s), You will ensure that You immediately cease the use of the Service(s) for such prohibited activity or purpose.

3. **REPORTING AND FEEDBACKS**

You may provide us with Your feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“**Feedback**”) directly at contact@ctotalk.in

4. **INTELLECTUAL PROPERTY RIGHTS**

- 4.1. All rights, title, and interest in and to all intellectual property and/or proprietary rights, title, and interest in or related to the Service(s), including patents, inventions, copyrights, trademarks, domain names, trade secrets, or know-how, ownership to the contents shared on Our Website, contents shared by Our speakers (collectively, “**Intellectual Property Rights**”) shall belong to and remain exclusively with Us.
- 4.2. We shall have a perpetual right and license to incorporate into the Service(s) or otherwise use any suggestions, enhancement requests, recommendations, or other feedback it receives from You.
- 4.3. Notwithstanding anything to the contrary in these Terms, We may collect any data (other than relating to the operation, support, and/or about Your use of the Service(s), and Our websites, to develop, improve, support, and operate its Service(s).

5. **COPYRIGHT POLICY**

- 5.1. CTOtalk posts records and articles (“**Content**”) from around the world. While We strive to ensure all ideas posted are credible, based on facts, and do not infringe on other people’s intellectual property rights, there may be an occasion when Content is provided by other parties, and/or may include material that infringes on the copyright of another third party.
- 5.2. We respect the intellectual property rights of others, We will promptly respond to any claim that the contents posted on Our Service(s) infringe on the copyright or other intellectual property rights (“**Infringement**”) of any person or entity.
- 5.3. If You are a copyright owner or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to contact@ctotalk.in, with the subject line: “Copyright Infringement” and include in Your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”.

5.4. You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any content found on and/or through Service on your copyright.

6. DMCA NOTICE AND PROCEDURE FOR COPYRIGHT INFRINGEMENT CLAIMS

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing Us with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- b. A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- c. Identification of the URL or other specific location on Service where the material that you claim is infringing is located.
- d. Your address, telephone number, and email address. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- e. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- f. You can contact Us via email at contact@ctotalk.in

7. THIRD-PARTY SERVICES

You acknowledge and agree that Your use of Third-party Services will be subject to the terms and conditions and privacy policies of such third-party and that We shall not be liable for Your enablement, access, or use of such Third-party Services. You should contact that third-party service provider for any issues arising in connection with the use of such Third-party Service.

8. TERMINATION, AND SUSPENSION

- 8.1. We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.
- 8.2. If you wish to terminate your account, you may simply discontinue using the Service.
- 8.3. All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

9. CANCELLATION AND REFUND

To read Our Terms relating to cancellation and refund, please visit [link].

10. DISCLAIMER

- 10.1. THE SERVICE(S), ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED.
- 10.2. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE ACCESS TO THE SERVICE(S), WHICH IS PROVIDED OVER THE INTERNET AND VARIOUS TELECOMMUNICATIONS NETWORKS, ALL OF WHICH ARE BEYOND OUR CONTROL, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE.
- 10.3. CTOtalk cannot and does not promise or warrant that any aspect of the Website is free of viruses or other destructive code. When You download any material, You are responsible for adhering to security procedures and checkpoints to anti-virus protection and accuracy of data input and output, and for maintaining a means external to the CTOtalk for any recovery of any lost data. CTOtalk WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL OF SERVICE ATTACK, VIRUSES, OR OTHER HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SUPEROPS COMMUNITY OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITES LINKED TO IT.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SALES, LOST GOODWILL, LOSS OF USE OR LOST CONTENT, BUSINESS INTERRUPTION) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, BREACH OF STATUTORY DUTY, NEGLIGENCE OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY’S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AND

AGENTS, RELATING TO THE SERVICE(S), WILL BE LIMITED TO ANY AMOUNT PAID BY YOU FOR THE SERVICE(S)

IN JURISDICTIONS THAT DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. INDEMNIFICATION

- 12.1. **Indemnification by You:** You will indemnify and hold Us harmless against any claim brought by a third party against Us, and Our respective employees, officers, directors, and agents arising from Your acts or omissions in connection with Clause 2 of these Terms provided that (i) We promptly notify You of the threat or notice of such a claim, (ii) You have or will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such claim; and (iii) We fully cooperate with You in connection therewith. You will have no obligation or liability with respect to any such claim arising out of the gross negligence or willful misconduct of Us.

13. MISCELLANEOUS

- 13.1. **Relationship of the Parties:** The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship among the Parties.
- 13.2. **Assignment:** These Terms and any rights or obligations hereunder may not be assigned by You without Our prior written consent, whereas We can assign any of its rights and obligations hereunder without the Your prior written consent. These Terms binds, and inures to the benefit of, the Parties and their respective successors and permitted assigns.
- 13.3. **Governing Law and Dispute Resolution:** These Terms shall be governed by the laws of India. Any dispute, claim, or controversy arising out of or relating to, or connected with these Terms shall be resolved by mediation first, failing which they shall be resolved by final and binding arbitration in India under the Indian Arbitration Act, 1996 and rules thereunder. The arbitration proceedings shall be in English and conducted by a panel of three (3) arbitrators. Each Party shall appoint an arbitrator and the two arbitrators so appointed shall appoint the third arbitrator in the panel. Judgments upon the final decisions rendered by the arbitrator may be entered in any court of competent jurisdiction. The seat and venue of arbitration shall be Chennai, India. Judgment on the award may be entered in any court having jurisdiction.
- 13.4. **Notices and Consent to Electronic Communications:** All notices to be provided by Us to You under these Terms may be delivered in writing (i) by nationally recognized overnight delivery service (“Courier”) or to the contact mailing address provided by You in the relevant Order Form; or (ii) electronic mail to the e-mail address provided by You. Our address for a notice to Us: (i) in writing by Courier is CTOtalk Foundation No 18, West Mada Street, Srinagar Colony, Saidapet, Chennai 600015; or (ii) by electronic mail is contact@ctotalk.in. All notices shall be

deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

- 13.5. **Publicity Rights:** You hereby grant Us a royalty-free, worldwide, transferable license to use Your trademark or logo to identify You as Our customer on Our websites and/or marketing collateral and to include Your use of the Service(s) in case studies.
- 13.6. **Personal Releases:** Any information relating to your identity may be featured on Our websites, or on social media handles, which may include Your name, voice, biography, comments, and quotations (“**Attributes**”). You hereby grant to SuperOps a non-exclusive, royalty-free, use Your Attributes in CTOtalk promotional materials, if applicable.
- 13.7. **Relationship of the Parties:** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship among the Parties.
- 13.8. **Severability; No Waiver:** If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by applicable law, and the remaining provisions of this Agreement shall remain in effect. Our non-exercise of any right under or provision of this Agreement does not constitute a waiver of that right or provision.