## **Terms and Conditions**



Welcome to Magistral Investors' Database. Please read on to learn the rules and restrictions that govern your use of our service. These Terms of Service (the "Terms") are a binding contract between you and Magistral ("Magistral" "we" and "us"). By using the Service in any way, you agree to and accept all of these Terms, and these Terms will remain in effect at all times while you use the Service or any data obtained through the Service. These Terms govern your access to the Service and use of all data, content and other information on Magistral Website.

- I. As part of using the Service you may be required to sign up for an account. You promise to provide us with accurate, complete, and updated information about yourself. You may not select as your User ID a name that you don't have the right to use, or another person's name with the intent to impersonate that person. Your right to access the Service is personal to you and you may not transfer your account to anyone else without our prior written permission. You will not share your account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account. If you believe there has been unauthorized access or use of the Site or any Content through your account credentials, you must notify Magistral immediately by emailing info@magistralconsulting.com.
- II. You will only use the Service in a manner that complies with all laws that apply to you. If your use of the Service is prohibited by applicable laws, then you aren't authorized to use the Service. We can't and won't be responsible for your use of the Service in any way that breaks the law.
- III. You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Service and gotten your parent or guardian to agree to these Terms on your behalf). If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).
- IV. The Website and the Service may contain links to third party websites. Magistral has not reviewed any such websites and does not endorse or accept any responsibility for the content of such websites, nor the products or services or other items described on or offered by such websites, nor the data protection practices or policies of such websites. Magistral is not liable for any loss or damage which may be suffered or incurred by the Client as a result of or in connection with any access to, or use of, such linked websites.
- V. You represent, warrant, and agree that you will not use the Service or interact with the Service in a manner that:
  - (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including Magistral);
  - (b) Violates any law or regulation, including without limitation any applicable export control laws and/or data privacy laws, or would cause Magistral to be in violation of any law or regulation. In respect of personal data included within the Data each party is an independent controller. Where the Client is based in the United Kingdom, the EEA or a country that has an adequacy decision in place, the Data Protection Schedule is part of the Agreement and each party shall comply with it;
  - (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
  - (d) Jeopardizes the security of your account or anyone else's (such as allowing someone else to log in to the Service as you);
  - (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
  - (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
  - (g) Runs any form of auto-responder or "spam" on the Service, or any processes that run or are activated while you are not logged into the Service, or that otherwise interfere with the proper working of the Service (including by placing an unreasonable load on the Service infrastructure);
  - (h) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Service or Content (through use of manual or automated means);
  - (i) Circumvents or attempts to circumvent any features, limitations, or restrictions of the Service (including, without limitation, attempting to access, download, export, or otherwise use or exploit any Content using any automated means or tools);
  - (j) Copies or stores any significant portion of the Content;
  - (k) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Service.

A violation of any of the foregoing is grounds for account suspension or termination of your right to use or access the Service.

VI. You understand that Magistral owns the Service. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, re-sell, sublicense, re-distribute, or otherwise exploit any aspect of the Service.

VII. Magistral does not warrant that:

- 1. the supply of the Service or use of the Website will be free from error, virus or interruption;
- 2. the Data is accurate, complete, reliable, secure, useful, fit for purpose or timely; or
- 3. the Data has been tested for use by the Client or any third party (including any User) or that the Service will be suitable for, or be capable of being used by, the Client or any third party (including any User).

VIII. Magistral reserves the right to modify and/or discontinue the Database/Service, whether temporarily or permanently, with or without notice to the users, and 'magistral' shall not be liable to you or any third party for any such modification and/or discontinuance of the Database/Service.

- IX. 'Magistral' further reserves the right to make revisions, modifications, additions, deletions or any such changes to this Agreement at its sole discretion, at any time, with or without notice to its users.
- X. Magistral's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement or any collateral contract shall in all circumstances be limited to the Fees paid or payable by the Client.
- XI. The Agreement shall be governed by and construed under the laws of India. Each party submits to the non-exclusive jurisdiction of the Indian courts to settle any dispute, whether contractual or non-contractual, arising out of or in connection with the Agreement.

comply with any of its obligations under this Schedule

**Data Protection Schedule** Data Protection Legislation: (i) unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national laws, regulations and secondary legislation, implementing or

supplementing the GDPR, as amended or updated from time to time and (ii) any successor legislation to the GDPR in the UK. Each party agrees to act in accordance with the Data Protection Legislation in relation to the Personal Data processed under

the Agreement. The Client agrees to indemnify and keep indemnified and defend at its own expense Magistral against all costs, claims,

damages or expenses incurred by Magistral or for which Magistral may become liable due to any failure by the Client to