

Kochhar & Co.

TERMS & CONDITIONS

Last updated on: 2 January 2018

Welcome to AIESEC in India's website www.aiesec.in (hereinafter referred to as "Website") a portal owned and operated by AIESEC, a society registered under the Societies Registration Act, 1860 having its office at 303, Tanishka, Akurli Road, Kandivali East, Mumbai - 400101, (hereinafter referred to as "AIESEC"). These terms and conditions create an agreement between You and AIESEC for the purposes of use of this website including the websites <https://aiesec.org/> and all the pages on the said websites. Use of this websites constitutes your unconditional acceptance of these Terms herein and by all terms, policies and guidelines incorporated by reference. These Terms apply to your use of this website, and do not alter in any way the terms or conditions of any other agreement you may have with AIESEC, its subsidiaries or affiliates. If you are using the website on behalf of any entity, you further represent and warrant that you are authorized to accept these Terms on such entity's behalf, and that such entity agrees to indemnify AIESEC for violations of these Terms.

Please read the following carefully. By clicking "Agree", you confirm your acceptance and understanding to the terms and conditions ("Terms of Use") of this website including applicable policies which are incorporated herein by reference, along with any amendments/modifications made by AIESEC at its sole discretion and posted on the website, including by way of imposing an additional charge for access to or use of an opportunity(ies)/ products/projects.

For the purpose of these Terms of Use, wherever the context so requires "User" shall mean any natural or legal person who has agreed to become a subscriber of the opportunities/products/projects offered on the website by providing Account Information (defined later) while registering on the website as a registered User using the computer systems.

Visiting, accessing, using, dealing, subscribing and/or otherwise using this website by the User shall be treated as acceptance of these Terms of Use in entirety.

If you have any objection(s) to any of the terms & conditions, please do not use this website.

AIESEC reserves the right to change or alter the Terms as deemed fit. Such change shall be effective immediately from the date of its post on the website. If you continue using the website after the amendments to these Terms of Use, it shall be construed that you have accepted and agreed to such changes.

AIESEC does not encourage use of this website by minors. Minors should not use the Website without due parental/guardian control.

Kochhar & Co.

If you are using the website on behalf of any entity, you further represent and warrant that you are authorized to accept these Terms of Use on such entities behalf that such entity agrees to indemnify AIESEC for violation of these Terms of Use.

1. USE OF THIS WEBSITE

After submitting Your personal information to AIESEC, You accept and agree to receiving and subscribing to the solicitations, communications, newsletters, promotions, career opportunities, events, etc. If you wish to unsubscribe to such notifications, you may do so by clicking on the link given below the email sent to you, or by calling the customer care number [•], or by sending a written request to us at [•].

The personal information that you submit to AIESEC, shall be solely your own and should not in any manner infringe any third party's rights. Users are prohibited from impersonating or invading another's privacy in any manner whatsoever.

You must provide with accurate and complete information at the time of registering for an opportunity/product/project or creating an account on any of these websites <https://aiesec.org/> and/ or <http://aiesec.in> . Any misrepresentation of information or hiding of material information, impersonation would result in your account being blocked on the website.

This website shall not be used for any illegal or lawfully impermissible acts. AIESEC will not be held responsible for any damages or injuries arising out of any illegal or unlawful use.

AIESEC prohibits the users from engaging directly or indirectly in any activity that involves causing harm or injury to any person, unsolicited communication, defame, harass, abuse or disrupt other users of this website. AIESEC further prohibits any activity that causes or is likely to cause interference in the peaceful use of this website.

You are solely responsible for the communications, correspondences and interactions you make with other users of this website or the universities/organisations you engage with.

AIESEC bears no responsibility of any consequence arising out of accessing/using the website outside India. The user may do so at their own risk. In the event that the website is accessed from outside India by you, the laws applicable therein shall be applicable.

2. USER ACCOUNT, PASSWORD, AND SECURITY

The website requires users to register as a User by creating an account on any of these websites <https://aiesec.org/> and/ or <http://aiesec.in> ("Account") by providing

Kochhar & Co.

requisite information (“**Account Information**”) in order to avail/apply for the opportunities provided by the website. User shall be solely responsible for the accuracy and correctness of all such details/information given during registration.

User will be responsible for maintaining the confidentiality of the Account Information, and are fully responsible for all activities that occur under User’s Account. User agrees to (a) immediately notify AIESEC of any unauthorized use of User’s Account or Account Information or any other breach of security, and (b) ensure that User exits/ logs out from User’s Account at the end of each session. AIESEC will not be liable for any loss or damage arising from User’s failure to comply with this Section. User may be held liable for losses incurred by AIESEC or any other User of or visitor to the website due to authorized or unauthorized use of User’s Account as a result of User’s failure in keeping User’s Account Information secure and confidential or otherwise.

3. INTELLECTUAL PROPERTY

This website is owned and operated by AIESEC. All the content featured or displayed on this Website, including, but not limited to, text, graphics, data, images(photographic and moving), illustrations, software and selection and arrangement thereof ("Content"), is owned by AIESEC. All elements of this Website, including, but not limited to, the general design and the Content thereof, are protected by copyright, moral rights, trademark and other laws related to the protection of intellectual property rights. Except for, as explicitly permitted under this, or other written license or agreement with AIESEC, no portion or element of this website or its content may be copied or retransmitted via any means. All related rights shall remain the exclusive property of AIESEC, its licensors or its third-party image partners.

AIESEC prohibits its users from:

- Copying, reproducing, distributing any information displayed on this website.
- Selling or sublicensing the contents of this website.
- Marketing or advertising the contents of this website.
- Using the website for the purposes of harming this website, or the users or any other entity.

AIESEC has rights to its trademarks, logos, and any other product or service name or slogan contained in the website are trademarks of AIESEC and its suppliers or used, in licensors, and may not be copied, imitated or used, in whole or in part, without the prior written consent of AIESEC or the applicable trademark holder. You may not use meta-tags or any other "hidden text" utilizing content or any other name, trademark or product or service name of AIESEC without our prior written permission. In addition, the look and feel of the Site, including all page headers, Site name and logo, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of

June 01, 2017

Kochhar & Co.

AIIESEC and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the website are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

Unauthorized reproduction or use of AIIESEC's trademarks and other intellectual property shall be construed as a violation of the terms and conditions of these Terms of Use and shall invite prosecution under the law for the time being in force.

4. THIRD PARTY WEBSITES

Any links to the third party websites are only for your convenience and perusal. AIIESEC does not endorse or promote the contents of any third party websites the links of which are found on AIIESEC's website.

AIIESEC is not responsible for the content or the damages arising out of usage, reference, reliance or access to any third party website. Thus, use of a third party website is solely at your own risk.

5. CHARGEBACK

You hereby expressly agree that once you or any other person have started the process of downloading content from the website by expressly, without reservation, agreeing to the Terms of Use of the website, by clicking and accepting them and have further submitted your credit card/any other card details to the website/internet banking service provider for payment and your account gets debited no chargeback claim/dispute with regard to the failure of delivery of Product/ Content or the use/misuse of such credit card or any other card, filed by you/on your behalf with the Credit Card Provider/Internet banking service provider or any Bank/Financial Institution shall be binding on AIIESEC or AIIESEC's Merchant Bank. You accept and take full responsibility towards the ownership/possession and use of your credit card or any other card. You expressly waive and consciously give up any/all rights you may have in law or in any agreement between you and the credit card or any other card provider/internet service provider or under network rules and regulations to raise any dispute to claim any charge back or any process fee from any Bank/Financial Institution/ Internet banking service provider affecting AIIESEC in any manner pecuniary or otherwise on any grounds whatsoever including non-delivery of Product/Content or fraudulent or improper transactions by the unauthorized/improper use of your credit/debit card or any other card. This understanding that you will have no right to claim any charge back is a material condition of these Terms of Use and once you hereby expressly agree to it you shall be stopped from challenging/disputing it in any adjudication/proceeding before any

June 01, 2017

Kochhar & Co.

Bank/Financial institution/ Internet banking service provider or Court or otherwise. Without prejudice to AIESEC's right to defend its interest(s), AIESEC shall not be made a party to any chargeback proceedings before any Bank/Financial institution/ Internet banking service provider or court and in no case be required to prove the transaction effected by the use of your credit/debit or any other card was legitimate and genuine, or that AIESEC has actually provided you the downloaded content. Please refer to our [Refund & Cancellation policy](#) for more details.

6. DISCLAIMER

This website and its content are provided "as is" and AIESEC and its directors, employees, content providers, agents, Local Chapters and affiliates exclude, to the fullest extent permitted by applicable law, any warranty, express or implied, including, without limitation, any implied warranties of merchantability, satisfactory quality or fitness for a particular purpose. AIESEC will not be liable for any damages of any kind arising from the use of this site. The functions embodied on or in the materials of this site are not warranted to be uninterrupted or without error. You, not AIESEC, assume the entire cost of all necessary care or correction due to your use of this Website or content. AIESEC makes no warranty that the website or the content is free from infection by viruses or anything else that has contaminating or destructive properties. AIESEC uses reasonable efforts to ensure the accuracy, correctness and reliability of the Content, but we make no representations or warranties for the same. Images of people or places displayed on the Website are either the property of, or used with permission by, AIESEC or third parties. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms of Use or specific permission provided elsewhere on the website or by separate license or agreement. Any unauthorized use of these images may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable laws.

AIESEC or its representatives or Local Chapters or affiliates shall not be liable to you for anything arising out of or in any way connected to the use or inability to use this website. Irrespective of any contractual obligation or tort, AIESEC's representatives or Local Chapters or affiliates shall not be responsible for any direct or indirect, consequential, special or vicarious liability arising out of the use or inability to use this Website.

7. INDEMNIFICATION

You agree to defend, indemnify and hold harmless AIESEC, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content that you post, store or otherwise transmit on or through the Website, your conduct, your

Kochhar & Co.

use or inability to use the website, your breach or alleged breach of the website Terms of Use or of any representation or warranty contained herein, your unauthorized use of the Content, or your violation of any rights of another. Further, you shall indemnify AIESEC, its subsidiaries, its affiliates and licensors against any loss, expense, cost or damage incurred by any or all of them as a result of your breach of these Terms of Use or your unauthorized use of the Content or the website.

8. PRIVACY

AIESEC respects and strongly believes in protecting the privacy of its Users. We do not encroach on the privacy of our subscribers. We recommend our users to carefully read our privacy policy for better understanding. The privacy policy can be found here. (Give the link).

9. TERMINATION

AIESEC reserves the right to terminate your access to the website if it deems fit that there has been a breach of these Terms of Use by you. After the termination, you shall be barred from using the website in any manner whatsoever. AIESEC has the liberty to take this step without any prior notice to you by way of its sole discretion.

10. REPORT ABUSE

In the event User comes across any abuse or violation of these Terms of Use or if User becomes aware of any objectionable content on the website, please report to AIESEC's customer support team immediately at the customer care number mentioned in Clause 2 hereinabove.

11. JURISDICTION

All license agreements, use or any issues arising out of any activity regarding the use of this website will be governed by the laws of India and subject to exclusive jurisdiction of courts in Mumbai.

12. WAIVER

The failure of either User or AIESEC to enforce at any time the provisions hereof shall not be construed to be a waiver of such provisions nor a waiver of such duty or obligation; nor shall it be construed as estopping either User or AIESEC from taking any action or exercising any remedy permitted in these Terms of Use or under law upon the subsequent occurrence of any similar or identical failure or breach, or upon the failure of either User or AIESEC to subsequently cure such breach.

13. SEVERABILITY

June 01, 2017

Private & Strictly Confidential

Kochhar & Co.

Should any provision of these Terms of Use be determined to be unenforceable or invalid, or any transaction contemplated hereby determined to be unlawful by any court of law, arbitrator or competent Government body for any reason, all other provisions shall continue (except if these Terms of Use stand terminated) in full force and effect.