

## Terms of Use (Updated: 16<sup>th</sup> September 2024)

### Preamble

This website (www.aviatheque.com) is owned and operated by **Rota8 Ventures (OPC) Private Limited**, (Corporate Identity Number: U63990DL2024OPC425788), incorporated and registered at New Delhi, India (referred to as “we/our/us”).

This page (together with any documents referred to on it) sets out the terms of use (“Terms”) on which you may make use of this website (the “Site”) and services as offered by us.

This Site offers users/visitors (referred to as “you/your”) infotainment content and consulting & advisory services. By accessing or using the Site, you approve that you have read, understood, and agree to be bound by these Terms.

These Terms may be revised at any time, without notice, by amending this page (and any documents referred to on it). You are expected to check this page from time to time to take notice of any changes we may make, as they are binding on you as soon as we make them. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Site.

### Site access

In order to use this Site and/or receive our services, you must be of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this Site and/or receive services if doing so is prohibited in your location or under any law or regulation applicable to you.

Access to the Site is provided on a temporary basis and we reserve the right to withdraw access to the Site or amend any information and/or service/s we provide on the Site without notice.

You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all individuals who access the Site using your device/equipment, are also made aware of these Terms and they comply with them. You agree not to damage, interfere with or disrupt access to the Site, or do anything which may interrupt or impair its functionality.

We will not be liable for any loss, disruption or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your device/equipment, computer programs, data or other proprietary material due to your

use of the Site or to your downloading of any material posted on it or on any website linked to it. We recommend that you take measures to protect the security of your device/equipment, including, without limitation, installing anti-virus software.

We reserve the right to monitor and track your access to the Site.

### Subject to change

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

We are under no obligation to update anything presented on the Site. While we seek to ensure that any information published on the Site is accurate when posted, but cannot be held liable for its accuracy, and we may change the information at any time without notice.

### Ownership of intellectual property, copyrights and logos

The content and all materials on the Site therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of **Rota8 Ventures (OPC) Private Limited**. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof, unless authorized to do so in writing by us. All rights on the Site are reserved to us.

### User content

You recognize and agree that when invited to upload any user content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the Site, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website. By submitting any content to us, you warrant that such content is your own original work and that you are fully entitled to make it available to us for all the purposes specified above and agree to waive any moral rights in the content.

You agree to indemnify, defend and hold us harmless from and against all liabilities, claims, demands, expenses and costs arising out of your submission of content that breaches these Terms.

Any content accepted is on the basis that we may (but shall be under no obligation to) review and edit such content prior to publication. We reserve the right to remove any content, fully or in part thereof published on the Site at any time and for any reason at our absolute discretion without notification to you.

## Disclaimer

The information on the Site, such as text, graphics, images, and other material, is intended for general information purposes only. Any views or opinions expressed on the Site are not intended to malign any religion or ethnic group, individual or community, organization or company.

No information obtained by the User from the Site will create any warranty not expressly stated herein.

## Indemnification

You agree to indemnify and hold **Rota8 Ventures (OPC) Private Limited**, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the information/services offered on the Site.

## Limitation of liability

To the maximum extent permitted by applicable law, in no event shall **Rota8 Ventures (OPC) Private Limited**, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, **Rota8 Ventures (OPC) Private Limited** assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to the Site or use of our service/s; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

The Site may include links to external websites and when you access these links you may leave the Site. External websites are not part of the Site and we do not endorse or

accept any responsibility for the content of external websites (nor the products or services on them), are not responsible for the availability of external websites and **Rota8 Ventures (OPC) Private Limited** will not be liable in any way for any loss or damage which you may suffer by using external websites, including, without limitation, viruses that may infect computer equipment, software, data or other property. If you decide to access linked external websites, you do so at your own risk.

## Right to change and modify Terms

We reserve the right to modify these Terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms.

## Legal Provisions

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the Site or any services offered on the Site, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of India, without regard to its conflict of law principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Delhi, India.

## Contact

If you wish to contact us in relation to the Site and its Terms of Use, please contact us at: [info@rota8.in](mailto:info@rota8.in)

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