



Terms and Conditions

We are IMA India hereafter referred to as IMA, a company registered with the MCA under number U74130DL1996PTC077293 having its registered office at P - 2 HAUZ KHAS NEW DELHI DL IN 110016 (“IMA”/“we”/“us”/“our”).

We provide online content accessible from websites such as <https://www.ima-india.com> (the “Websites”) and mobile applications, including IMA India (“Apps”/“App”). For the purpose of these terms and conditions (“terms”), we refer to the online content we provide, including the Websites and the Apps as the “services”. These terms apply to us and all users of our services (“you”/“your”). They govern your access to, downloading and use of all the services. Please read these terms carefully before using any of the services. They are a legal agreement between you and IMA and to be read along with other policies made available by us on the Website and Apps, including but not limited to the Privacy policy (which can be found via <https://www.ima-india.com>). Using any of the services indicates that you accept these terms. If you do not accept these terms, please do not use the services, leave the Website, cease downloading the App, or leave the App.

1. Acceptance and updating of these terms

By using our services, you confirm that you are member having access to IMA provided content, data, members, and information through an Organisation which has purchased the services and have read and understood these terms and agree to abide by them. You warrant that you are the owner of the device to which you have downloaded any App, or that you have obtained permission from the owner of that device to download the App. You accept responsibility in accordance with these terms for the use of Apps on any device, whether or not that device is owned by you. IMA may update these terms from time to time. If any changes to the terms are made, we will notify you. From time to time, updates to Apps may be issued through your app store provider. Depending on the update, you may not be able to use an App, Website, services until you have installed the updates or downloaded the latest version of the App and accepted any new terms.

2. Fees and payment

Some services may be free for you to use. Some services require a payment from you. Some services may be free for a period, but then require a payment which may be taken automatically. Any particular payment terms of any paid for services will be made clear to you before you agree to pay for them and the relevant payment terms shall be incorporated into these terms by reference. When purchasing services such

as a premium service you may make your purchase through one of our Websites or from an app store provider. If from an app store provider, as well as these terms, you will be subject to the terms of that app store provider. We may change the price and nature of services at our discretion, but if you are paying for services, we will always give you notice should the price change, or there is a significant change in the nature of the services that you are using. We accept no responsibility for any losses you may incur by failing to change or cancel a subscription after we have informed you of any changes to pricing or nature of services. If you cancel a subscription you cannot claim a refund for the period remaining until the end of the subscription period in which you cancelled. If you think that you may be entitled to a refund for services and you purchased those services from our Websites or from within one of our Apps you can contact us at 107, Time Square, 1st Floor, Sushant Lok - I, Block B, Gurgaon – 122002, or you can email us at digital@ima-india.com.

3. Your account

If you are an Organisation, your purchase of the services would entitle you to a limited number of subscriber access (“user ID”) that you can allocate strictly only to your employees. Each user will need an account and password that is unique to the userID. You are responsible for maintaining the confidentiality of your password and account, and if you are an Organisation for the userIDs allocated by you, are fully responsible for all activities that occur under your password or account. Each account must be used by you and nobody else and is not transferable. You shall immediately notify IMA should you suspect any unauthorised use of your account or password, you shall provide true, up-to-date and complete information about yourself, if you are an Organisation about all your userIDs during registration and ensure this information remains up-to-date.

4. Promotion and marketing offers

We may offer promotional offers from time to time which may include discount codes or account credits, may be subject to expiration dates and may only be applicable to selected users of a service. We reserve the right to withhold or remove credit from a user account or end a promotion without notice if at our sole discretion we believe a user is not acting in good faith in relation to the terms of the promotion.

5. Confidentiality

Each party will keep confidential using the same standard of care necessary to maintain the confidentiality of its own proprietary information, and will not disclose or use any proprietary information of or disclosed by the other party, without the prior express written consent of the party to whom the proprietary information belongs or which has provided it (the “Disclosures”), except as permitted by this Agreement to each party agrees : A. To limit access to the Proprietary Information of the Disclosures only to those of its employees, consultants or agents who require access to the Proprietary Information; B. To ensure that those persons are bound by confidentiality obligations to the Disclosures no less strict than those set out in this

Agreement; and Both parties agree that a breach of confidentiality obligations by the other party may cause immediate and irreparable monetary damage to the Disclosures and the Disclosures will be entitled to seek injunctive relief in addition to all other remedies.

6. Intellectual property and licence grant

All Intellectual Property Rights in, the content, data, information, and member interactions are the property of IMA. IMA may be required to use, process, modify, store, make available and communicate the activity data for any purpose in connection with the exercise of its rights and performance of its obligations in accordance with the Agreement, IMA is granted limited rights in the data to perform such actions. IMA owns all worldwide intellectual property rights in its services including without limitation its Apps and Websites, including all software and all images, analytics, sounds, music, text, icons reports, templates generated and other content, including that generated upon modification, processing and derived out of the data ("Content") within those services (other than personal information identifying a user) as well as the arrangement of that Content. Notwithstanding the above, IMA owns exclusively any and all tangible and intangible rights throughout the world, including but not limited to rights associated with works of authorship including but not limited to copyrights, neighbouring rights, moral rights, and mask works, and such rights in proprietary data collection and processing tools used in performance of the services ("Tools"). IMA grants you a limited, personal, non-transferable, non-sublicensable, worldwide and non-exclusive licence to use its services and Tools where authorised by us, for non-commercial use only and solely in accordance with these terms and any rules or policies applied by any app store provider or operator from whose site you downloaded an App. The grant and continuation of the above licence is conditional upon your compliance with these terms, our Privacy Policy (available via <https://www.ima-india.com>) and any rules or policies applied by us or any app store provider from which you downloaded an App. You shall not (and shall not allow any third party to), except to the extent expressly permitted under applicable law, copy, modify, frame, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code in the services. Except as provided herein, you shall not sell, rent, lease, loan, redistribute, assign, sublicense, republish, grant a security interest in or otherwise transfer any right in the services, in whole or in part. You shall not remove or modify any copyright and/or other intellectual property notices or watermarks from any Content. Nothing in these terms grants you a licence to use any IMA trade marks or the trade marks of any third parties in the services.

7. User Generated Content and your use of the services

Other than personal data (which is covered under our Privacy Policy (available via <https://www.ima-india.com>) any material which you create and which you transmit or post using the services ("User Generated Content") shall be considered non-confidential and non-proprietary. IMA shall have no obligations with respect to such material. You are solely responsible for such material. IMA shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes. You are prohibited from posting to or transmitting using

the services any material: a. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; b. for which you have not obtained all necessary licences and/or approvals. In case of information pertaining to minors, for which you have not complied with applicable laws; c. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; d. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); e. contains or discloses another person's personal information without his/her/guardian's, written consent; or f. collects or solicits another person's personal information for commercial or unlawful purposes. IMA shall be entitled to remove any material from its services which is posted to or transmitted using the services in contravention of these terms, or for any other reason. You shall not: a. use the services or any Content in any unlawful manner; b. misuse the services (including, without limitation, by hacking or inserting malicious code); c. infringe our or any third party's intellectual property rights in your use of the services or Content; d. use the services to transmit chain letters, junk or spam; e. use services to harass, abuse or harm another person; f. take any action that in our sole discretion places an unreasonable or disproportionately large load on our servers or other infrastructure; or g. use the services in any way which may cause, or be likely to cause, access to or use of the services to be interrupted, damaged or impaired in any way.

8. Privacy

We are committed to respecting your privacy and the privacy of all individuals using the services. More information regarding how we may use your personal data can be found in our Privacy Policy (available via <https://www.ima-india.com>) . By using any of the services, you agree to the terms laid out in our Privacy Policy (available via <https://www.ima-india.com>) which is incorporated into these terms by reference.

9. Termination of services

We may terminate your access and use of the services (or any of them) and these terms at our discretion if we have good reason to believe you have breached these terms. In such circumstances you are not entitled to any refund. We may modify or discontinue, temporarily or permanently, the services (or any part of them) at our discretion. We will give you notice of such modification or discontinuance wherever possible. You agree that IMA shall not be liable to you or to any third party for any modification or discontinuance of the services. You may discontinue your use of the services (or any part of them) at any time. On termination of these terms for any reason: a. all rights granted to you under these terms shall cease; b. you shall no longer have access to any services; c. you must immediately cease all activities authorised by these terms; and d. you must immediately delete or remove Apps from your devices.

10. Links to and from other apps and websites

Any links to third party apps and websites, including but not limited to payment gateways, are provided solely for your convenience. We have not reviewed all of these third party apps and websites and do not control and are not responsible for these apps/websites or their content or availability. We do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party apps/websites linked to from our services, you do so entirely at your own risk.

11. Indemnity

You indemnify and hold IMA, and its affiliates, and its and their officers, directors, agents and employees, harmless from any losses, damages, costs, expenses (including reasonable legal fees) or other liability, arising out of any claim, demand, allegation or proceeding brought by any third party due to or arising out of any breach by you of any of these terms or applicable law; your misuse of the services; Personal information including medical history, User Generated Content you provide or post; your infringement of intellectual property rights or any other third party rights; and/or your failure to provide accurate, up to date information.

12. Disclaimers

The material within the services is provided “as is”, without any conditions, warranties or other terms of any kind (other than those required by applicable law and which cannot be excluded by contract) and is used by you at your own risk. Accordingly, to the maximum extent permitted by law, we provide you with the services on the basis that we exclude all representations, warranties, conditions and other terms which, but for these terms, might have effect in relation to the services. While we endeavour to ensure that the content contained within the services is correct, we do not warrant the accuracy and completeness of that content. We may make changes to the content at any time without notice. The content may be out of date and IMA makes no commitment to update such material.

13. Limitations and exclusions of liability

We shall not be liable in contract, tort (including, without limitation, negligence), for pre-contract or other representations, or otherwise arising out of or in connection with these terms for: a. any economic losses (including, without limitation, loss of revenues, profits, contracts, data, business, anticipated savings or cost of substitute services); b. any loss of goodwill or reputation; or c. any special, indirect or consequential losses, in any case, whether or not such losses were within either of our contemplations at the date of acceptance of these terms. Subject to the above, our liability to you in relation to all events or series of connected events occurring under these terms (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the total amount of the sums you have paid for the services in the six month period immediately preceding the date of the first event allegedly giving rise to the liability. Nothing in these terms excludes any statutory rights which may apply to your use of the services which cannot be excluded, restricted or modified by contract.

14. General

These terms and the relationship between you and IMA shall be governed by the laws of India without regard to any conflict of law provisions of any jurisdiction. Both you and IMA agree to submit to the exclusive jurisdiction of the Indian courts, except that IMA may seek injunctive relief in any jurisdiction in order to enforce its rights under these terms. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks, change in government regulations (“Event Outside Our Control”). If an Event Outside Our Control takes place that affects the performance of our obligations under these terms of use: a. our obligations under these terms shall be suspended for the duration of the Event Outside Our Control; and b. we will use our reasonable endeavours to find a solution by which our obligations under these terms may be performed despite the Event Outside Our Control. No person other than you and IMA shall have any rights under these terms in relation to your use of the services. We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or our obligations under these terms. You may only transfer your rights or obligations under these terms if we agree in writing. With express authorisation from the user and the organizations, IMA may transfer a UserID and related data from one Organisation to the other for the purpose of service continuity. Any failure of or delay by IMA to exercise or enforce any right or provision of the terms shall not constitute a waiver of this right or provision. If any provision of the terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the terms shall remain in full force and effect. You agree that these terms represent the entire understanding between you and IMA in respect of your relationship with IMA. These terms supersede any previous agreements between you and IMA including any previous version of these terms.

15. Contact

Questions, comments and requests regarding our terms and conditions are welcomed and should be addressed to IMA via email at digital@ima-india.com
Grievance cell – Please reach out to digital@ima-india.com or by post to 107, Time Square, 1st Floor, Sushant Lok - I, Block B, Gurgaon – 122002 for any complaints, grievances including those related to IPR or privacy matters.