

Website Usage Terms & Conditions

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GENERAL USAGE TERMS

1. You, (the "User") can access <https://www.enit.co.in/ORE/WBT/> , subject to the terms and conditions of use, as changed / updated from time to time entirely at the discretion of National Stock Exchange of India Limited ("We / NSE / Company") as set out below ("Terms of Use / User Terms of Use"). This Agreement is for an indefinite term and you understand and agree that you are bound by such terms.
2. By visiting this site or accepting these Terms of Use, you agree to and abide by these Terms of Use. You also represent and warrant to the Company that you will use the Site in a manner consistent with any and all applicable laws and regulations. If any of the terms and conditions are unacceptable to You, it is advised that the website is not used by You.
3. By using the Site, you agree to follow and be bound by all terms and conditions concerning your use of the Site. Certain areas of the Site may have different terms of use posted. If there is a conflict between the Terms of Use and terms of use posted for a specific area of the Site, the latter shall have precedence with respect to your use of that area of the Site.
4. NSE may monitor User's access to the Site and terminate User's access to the Site or any part thereof at any time and for any reason without any notice. The provisions regarding disclaimer of warranty, accuracy of information, software, database other system or functionality of website and indemnification shall survive such termination.
5. NSE may change or discontinue any aspect of the Site at any time, including, its content or features. NSE reserves the right to change the Terms of Use applicable to use of the Site. Such changes shall be effective immediately upon notice, which shall be displayed on the Site in a conspicuous place.

INTELLECTUAL PROPERTY

6. All contents on the Site are the exclusive property of NSE except the third party content. The software, text, images, graphics, video and audio used on the Site belong to or are licensed to NSE or its subsidiaries and affiliates. No material from the Site may be copied, modified, reproduced, republished, uploaded, transmitted, posted or distributed in any form without prior written permission from NSE. All rights not expressly granted herein are reserved. Unauthorized use of the materials appearing on the Site by the User may violate copyright, trademark and other applicable laws, and You shall be liable for criminal

and/or civil penalties for the same. You are granted a non-exclusive, non-transferable, limited right to access the Site and avail the services provided by NSE on the Site.

DISCLAIMERS

7. NSE does not warrant that the Site will operate error-free or that the Site and its servers are free of computer viruses or other harmful mechanisms. If your use of the Site or content therein results in the need for servicing or replacing equipment or data, NSE is not responsible for any such costs that the User may incur. Site and content are provided on an "as is" basis without any warranties of any kind including, but not limited to any implied warranties of merchantability or fitness of the content for any particular purpose. While utmost care is taken to provide correct and up to date information, NSE does not warrant the accuracy, completeness and timely availability of the information provided on the site and accepts no responsibility or liability for any error or omission in any information provided on the site or its comprehensiveness. NSE to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the fitness for particular purpose and non-infringement.
8. NSE shall not be liable for any damage to User's computer system or loss of data that result from the download of any content, materials, and information from the Site or use of any software, systems, functionality, or other services on the Site. Further, under no circumstances, NSE shall be liable for any unlawful act of the User or its affiliates, relatives, employees, agents including misuse of any data, unfair trade practices, fraud, cyber-squatting, hacking and other cyber-crimes. In no event shall NSE be liable for damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits, business interruption and loss of programs or information) arising out of the use of or inability to use Site, or any information provided thereon, or any claim attributable to errors, omissions or other inaccuracies in the Site.
9. You shall not send, submit, post, or otherwise transmit, material or messages that contain software virus, or any other files that are designed to interrupt, destroy, and negatively affect in any manner whatsoever, any electronic equipment in connection with the use of the Site, or other user's ability to use the Site.

INDEMNITY

10. User agrees to indemnify and hold NSE, its subsidiaries, affiliates, officers and employees, harmless from any claim, demand or damage, including reasonable attorney's fees, asserted by any third party due to or arising out of your use of or conduct on the Site. NSE reserves the right to disclose any personal information about you and your use of the Site including its contents, without your prior permission if NSE has a good faith belief that such action is necessary to :
 - conform to legal requirements or comply with legal process;
 - protect and defend the rights or property of NSE or its affiliated companies;
 - enforce the Terms of Use; or

- act to protect the interest of its members or others.
11. The User's right to privacy is of paramount importance to NSE. Any information provided by the User will not be shared with any third party, except in the manner provided under these Terms of Use and for the intended purpose for which such information is provided by the User, in which case User's consent is implied. NSE reserves the right to use the information to provide the User a more personalized online experience and for the improvement of the Website.

SECURITY, CONFIDENTIALITY AND USER PROHIBITION

12. For availing the services under the Site, registration by the User is required. You will receive a password and account designation upon completing the registration on the Site. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. All acts done on the Site under your account shall be deemed to be done by you or on your behalf. By registering, you agree to the following terms in addition to any other specific terms which shall be posted at an appropriate location of the Site. Each registration is for a single individual user only. To access these services, you will be asked to enter your individual User Name and Password. Therefore, we do not permit any of the following:-
- a) Any other person sharing your User Name and Password.
 - b) Any part of the Site being cached in proxy servers and accessed by individuals who have not registered with Site as users.
 - c) Access through a single User Name and Password being made available to multiple users on a network.
13. If we reasonably believe that a User Name and Password are being used / misused in any manner as clarified above, we reserve the right to cancel access rights immediately without notice, and block access to all users from that IP address. However such blocked access may be unblocked after investigation and only upon NSE's satisfaction of the right use by the registered user.
14. You specifically agree that NSE shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received through the Site.
15. Specific Prohibited Uses:

The Site may be used only for educational and academic purposes by authorized individuals for NSE FinBasics learning and assessment purpose only. NSE specifically prohibits any other use of the Site, and all Users agree not to perform any of the following:

- a) Send unsolicited mail or e-mail, making unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a user of the Site;
- b) Take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure;

- c) Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site;
- d) Aggregate, copy or duplicate in any manner any of the content or information available from the Site; or
- e) The Users agree not to use / insert any of the User's URL, weblink, e mail address and website while accessing any material on the Site.

On nonconformance by users of any of the aforesaid terms, NSE may in its sole discretion, restrict or terminate the offending User's ability to access the Site and determine whether to take any other actions, whether to remove or request the removal of the User's content. NSE shall have no liability or responsibility whatsoever to Users for performance or nonperformance of such activities.

- 16. NSE does not make any representation or undertaking for or on behalf of any of the candidates or corporates as may be listed herein on the Site. Further, NSE does not implicitly or explicitly support, refer or endorse any of the candidates or corporates that may be listed on the Site.

APPLICABLE LAWS

- 17. The User hereby specifically agrees to comply with the requirements of the Information Technology Act, 2000 as also rules, regulations, guidelines, bye laws and notifications made thereunder, while on the Site. The user also undertakes that the content provided by him/her is not defamatory, obscene, threatening, abusive or hateful. The User shall alone be responsible for all his acts, deeds and things and that he alone shall be liable for civil and criminal liability there under or under any other law for the time being in force.
- 18. NSE recognizes the receipt, transmission or distribution of spam emails (unsolicited bulk emails) as a major concern and has taken reasonable measures to minimize the transmission and effect of spam emails in its computing environment. All emails received by NSE, are subject to spam check. Any email identified as spam will be rejected with sufficient information to the Sender for taking necessary action. With this measure, along with other technical spam reduction measures, NSE hopes to minimize the effect of spam emails. NSE reserves the right to reject and/or report any suspicious spam emails, to the authorities concerned, for necessary action, from time to time.
- 19. No failure or delay by NSE in exercising any right, power or privilege under the Terms of Use will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under the Terms of Use.
- 20. The Site is controlled, operated and administered by NSE from its offices within India. NSE makes no representation that materials on this site are appropriate or available for use at any other location(s) outside India. Any access to this site from territories where their contents are illegal is prohibited. You may not use the site or export the materials in violation of any applicable export laws and regulations. If you access this site from a location outside India, you are responsible for compliance with all local laws.

Notwithstanding anything contained above, NSE shall not be responsible for any action/loss/liability based on the material available on the website. It is expected that the User forms his/her own opinions regardless of the material as provided in the website.

21. The Terms of Use shall be governed by the Laws of India. The Courts of law at Mumbai shall have exclusive jurisdiction over any disputes arising under the Terms of Use.