TERMS & CONDITIONS

Please read the following Terms of Use carefully before using this Site so that you are aware of your legal rights and obligations with respect to thecottonians.com ("the OCA", "Site", we", "our" or "us"). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Use, together with the Privacy Policy (the "Terms").

You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. In the event you do not agree to be bound by these terms and conditions, you are kindly requested to refrain from accessing the Site.

Ability to Accept Terms: The Site is intended for individuals of all ages. If you are under the age of 18, then you must review these Terms with your parent or guardian before visiting or using the Site to make sure that you and your parent or guardian understand these Terms and agree to them.

Site Access: For such time as these Terms are in effect, we hereby grant you permission to visit and use the Site provided that you comply with these Terms and applicable law.

Modification: The OCA reserves the right to revise, amend or modify the Policy entailed in this disclaimer at any time and in any manner as it may deem fit. Any change or revision so effected will be posted on the site. It is therefore important that you review these terms regularly to ensure you are updated as to any changes.

Validity and Claims: The information provided by the OCA on the website www.thecottonians.com is for general informational purposes only. All information on the Site is provided in good faith, however we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Site. Do notify the OCA of any unauthorized use of your information or any other breach of security. The OCA cannot and will not

be liable for any loss or damage arising from your failure to comply with this section.

Non-Commercial Use:

i. The services of the OCA may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by the OCA in writing. Illegal and/or unauthorized use of the its services, including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of the Website/App, is prohibited.

ii. Unauthorized commercial advertisements, affiliate links and other forms of solicitation may be removed from User profiles without notice and may result in termination of Membership privileges.

iii. Appropriate legal action will be taken for any illegal or unauthorized use of the OCA's services.

iv. You are prohibited from selling, trading or otherwise transferring your OCA account to another party.

Prohibited Activity:

i. You agree to act in a responsible and legal manner when accessing the OCA's website services. You shall comply with all applicable laws, regulations and rules and undertake not to use the program for any unlawful purpose, for the commission of any offence or crime under the laws of any jurisdiction to which access is obtained through the Website or in a manner which is likely to cause harm, offence or nuisance to any other internet user.

ii. You agree not to use the OCA's services to -

   a. post content that is patently offensive and promotes racism, bigotry, hatred or harm of any kind against any group or individual;

   b. post content that contains violence, or offensive subject matter or contains a link to an adult website;

   c. post or promote information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

d. post content or initiate communications which are unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable;
e. post content that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy or providing or creating computer viruses;
f. create a false identity on the website, impersonate any person or entity or falsely state or otherwise misrepresent yourself, your name, your age or your affiliation with any person or entity;
g. upload, post, email, transmit or otherwise make available any content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or other relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) or which infringes any intellectual property rights;
h. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation. This prohibition includes but is not limited to, sending messages to distribution lists, newsgroups or groups;
i. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
j. use the OCA services for any illegal purpose, criminal or tortious activity, including but not limited to child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, sending of viruses or other harmful files, copyright infringement, patent infringement or theft of trade secrets;
k. using the OCA's invitations to send messages to people who do not know you or who are unlikely to recognize you as a known contact;

l. using the OCA's resources and network to connect to people who do not know you and then sending unsolicited promotional messages to those direct connections without their permission and disguise the origin of any communication transmitted through this website or while using the OCA's services;

m. interfere with or disrupt the OCA's services or servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to this website and/or the OCA's services.

Content:

i. While using the OCA's programs/services certain information provided by you may be visible to certain other users (see our Privacy Policy to learn more about information collected on this Website and our uses of such information).

ii. You agree that by providing materials (e.g. photos, video etc.) and information on the platform or by providing material to the OCA you are granting to the OCA a worldwide, royalty-free, perpetual, irrevocable, transferable license to use all such materials and information in the course of offering the OCA services. Furthermore, you understand that the OCA retains the right to reformat, excerpt or translate any materials and information submitted by you.

iii. Payments: Except as expressly set forth in the Terms, your general right to access and use the Site is currently for free, but the OCA may in the future charge a fee for certain access, usage and/or products. You will not be charged for any such access or use of the Site unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Site.

Representations and Warranties:

You hereby represent and warrant that:

i. Posting of your materials and information on the OCA does not violate the privacy rights, copyrights, contractual rights, moral rights or any other rights of any person.

ii. You understand that the OCA cannot guarantee the identity of any other users with whom you may interact in the course of using our services.

iii. The OCA does not guarantee that the site will be free of bugs, security breaches, or virus attacks. the site may occasionally be unavailable for routine maintenance, upgrading, or other reasons. you agree that the OCA will not be held responsible for any consequences to you or any third party that may result from technical problems of the internet, slow connections, traffic congestion or overload of our or other servers. We do not warrant, endorse or guarantee any content, product, or service that is featured or advertised on the site by a third party.

iv. The OCA does not warrant, endorse or guarantee any content that appears in a user submission, and does not make any representation or warranty with respect to, and disclaims all liability for, any such content.

v. You specifically acknowledge that the OCA shall not be responsible for the user submissions or conduct (including defamatory, offensive, illegal, or negligent conduct) of any site user and that the risk of harm or damage from the foregoing rests entirely with you.

vi. Your reliance on, or use of, any user submission, or interaction with any site user or owner, is at your sole risk. If you have a dispute with any site user or owner in connection with the site or any user submission, you agree that the OCA is not liable for any claims or damages arising out of or connected with such a dispute. The OCA reserves the right, but has no obligation, to monitor any such dispute.

vii. Except as expressly stated in our privacy policy, the OCA does not make any representations, warranties or conditions of any kind, express or implied, as to the security of any information you may provide or activities you engage in during the course of your use of the site.

Termination:

i. You agree that the OCA may, with or without cause and/or prior notice, immediately terminate your account and your access to any the OCA's services. Without limiting the foregoing, the following will

lead to a termination by the OCA of your use of the its services: (a) breaches or violations of these Terms or other incorporated the OCA agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you, (d) unexpected technical issues or problems or (e) extended periods of inactivity.

ii. Termination of your the OCA account includes removal of access to all services within the OCA and may also bar you from further use of our services. Furthermore, you agree that all terminations shall be made at the OCA's sole discretion and that we shall not be liable to you nor any third party for any termination of your account.

Intellectual Property Rights:

i. Content and Marks**:** The (i) content on the Site, including and without limitation the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the "Materials"), (ii) and User Submissions (together with the Materials,((collectively, the "Content"), and (iii) the trademarks, service marks and logos contained therein ("Marks"), are the property of the OCA and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "The OCA", the OCA logo, and other marks are Marks of The OCA or its affiliates. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Site and the Content therein.

ii. Use of Content: The Content on the Site is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without the prior written consent of the OCA. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.

User Submissions:

i. Responsibility: The Site may permit the submission, hosting, sharing and publishing of Content by you and other users ("User

Submissions"). You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them. We have complete discretion whether to publish your User Submissions and we reserve the right in our sole discretion and without further notice to you, to monitor, censor, edit, remove, delete, and/or remove any and all Content posted on the Site (including User Submissions) at any time and for any reason.

ii. Ownership: You hereby represent and warrant that you own or have the necessary rights and permissions to use and authorise the OCA to use all Intellectual Property Rights (defined below) in and to your User Submissions, and to enable inclusion and use thereof as contemplated by the Site and these Terms. Unless the User Submissions are separately referred to, all references herein to Content shall include references to User Submissions. "Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.

iii. License to User Submissions: By submitting the User Submissions to the OCA, you hereby grant the OCA a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Site and the OCA's business, including without limitation for publishing and redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each user of the Site or other viewer or user of the User Submission a non-exclusive right to use, reproduce, distribute, prepare derivative

works of, display and perform such User Submissions, all in accordance with these Terms.

Privacy Policy:

i. The use of the OCA platform, including the website and the mobile application, is also governed by our Privacy Policy and our Data Protection Policy, which can be accessed on the Site. Without limiting the terms and conditions in our Privacy Policy, you understand and agree that the OCA may disclose personally identifiable information if required to do so by law or in good faith, in the belief that such disclosure is necessary to comply with any legal or statutory obligations arising upon us.

Indemnification:

i. By accepting the terms of use set forth in this document, you agree to indemnify and hold harmless, the OCA, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from (i) your use of our services, (ii) unauthorized access to or alteration of your communications with or through our services, (iii) any other matter relating our services.

ii. Independent Contractors: You and the OCA are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and the OCA. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of the OCA.

Governing Law:

i. These terms will be governed by and construed in accordance with the laws of India and you agree to submit to the exclusive jurisdiction of the courts at Bengaluru, Karnataka.

Disclaimer:

i. We do not warrant the accuracy and completeness of the material on the website/mobile application. The OCA may make changes to the

material from time to time, without notice. The material on the website may be out of date. Although we strive to constantly update the content and material, we shall not be liable for any delays in the same.

ii. Under no circumstances shall we be responsible for any loss or damage, resulting from use of the our services, attendance at an OCA event, from any content posted on or through our services, from the conduct of any user of our services, whether online or offline, or damage arising as a result of any bugs, Trojan horses, viruses, worms or other harmful codes or errors.

iii. To the fullest extent permitted by applicable law, we shall not be liable to any user under contract, tort, equity or otherwise for any loss or damages arising out of its connection with the user's use of the website or the provision of services by us, whether any of the foregoing are, without limitation, special, incidental, indirect, punitive or consequential and/or whether any of the foregoing are, without limitation, occasioned by the negligence, fault, error, omission, act, or breach of the OCA, its employees, contractors or sub-contractors. Without prejudice to the generality of the foregoing, under no circumstances shall we be liable to any user for any consequential, economic or indirect loss or damages, loss of profits, revenue, business, capital, administrative time or loss of use of data or software, howsoever arising.

iv. Part of our platform may contain advertising and sponsorship. Advertising and sponsorship are responsible for ensuring that material submitted. We take no responsibility for third-party advertisement that are posted on our the OCA platform. We shall not be responsible for any error or inaccuracy in the advertising materials.

v. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user communication.

vi. While we endeavour to ensure that the website is normally available 24 hours a day, we are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion

on the Internet or on any of the OCA's services or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with our services. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond its control.

vii. Commentary and other materials posted on this website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

Testimonial Disclaimer:

The site may contain testimonials about the experience of a student or Mentor. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume that all users will have the same experiences. Your individual results may vary.

The testimonials on the Site are submitted in various forms such as text, audio and /or video, and are reviewed by us before being posted. The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions.

Cookie Policy

a. The site uses cookies to improve your experience. We reserve the right to make changes to this Cookie Policy at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of this Cookie Policy. Any changes or modifications will be effective immediately upon posting the updated Cookie Policy on the Site, and you waive the right to receive specific notice of each such change or modification. You are encouraged to periodically review this Cookie Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Cookie Policy by your continued use of the Site after the date such revised Cookie Policy is posted.

b. USE OF COOKIES: A "cookie" is a string of information which assigns you a unique identifier that we store on your computer. Your browser then provides that unique identifier to use each time you submit a query to the Site. We use cookies on the Site to, among other things, keep track of services you have used, record registration information, record your user preferences, keep you logged into the Site, facilitate purchase procedures, and track the pages you visit. Cookies help us understand how the Site is being used and improve your user experience.

c. CONTROL OF COOKIES: Most browsers are set to accept cookies by default. However, you can remove or reject cookies in your browser's settings. Please be aware that such action could affect the availability and functionality of the Site.

d. TYPES OF COOKIES: The following types of cookies may be used when you visit the Site:

   i. Advertising Cookies: Advertising cookies are placed on your computer by advertisers and ad servers in order to display advertisements that are most likely to be of interest to you. These cookies allow advertisers and ad servers to gather information about your visits to the Site and other websites, alternate the ads sent to a specific computer, and track how often an ad has been viewed and by whom. These cookies are linked to a computer and do not gather any personal information about you.

   ii. Analytics Cookies: Analytics cookies monitor how users reached the Site, and how they interact with and move around once on the Site. These cookies let us know what features on the Site are working the best and what features on the Site can be improved.

   iii. Our Cookies: Our cookies are "first-party cookies", and can be either permanent or temporary. These are necessary cookies, without which the Site won't work properly or be able to provide certain features and functionalities. Some of these may be manually disabled in your browser but may affect the functionality of the Site.

   iv. Personalization Cookies: Personalization cookies are used to recognize repeat visitors to the Site. We use these cookies to record your browsing history, the pages you have visited, and your settings and preferences each time you visit the Site.

v. *Security Cookies*: Security cookies help identify and prevent security risks. We use these cookies to authenticate users and protect user data from unauthorized parties.

vi. Site Management Cookies: Site management cookies are used to maintain your identity or session on the Site so that you are not logged off unexpectedly, and any information you enter is retained from page to page. These cookies cannot be turned off individually, but you can disable all cookies in your browser.

vii. Third-Party Cookies: Third-party cookies may be place on your computer when you visit the Site by companies that run certain services we offer. These cookies allow the third parties to gather and track certain information about you. These cookies can be manually disabled in your browser.

Additional Terms:

i. These Terms are accepted upon your use of this website or any of our services and is further affirmed by you becoming a user.

ii. These Terms, together with any new Terms, constitutes the entire agreement between you and the OCA regarding the use of services of www.thecottonians.com

iii. The failure of the OCA to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

iv. These Terms operate to the fullest extent permissible by law. If any provision of these Terms is unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

v. You may not assign, notate, sub-contract or otherwise transfer its part or all of these Terms, without the prior written consent from us.

vi. Nothing in these Terms shall create or be deemed to create a partnership, joint venture or relationship of employer and employee of any kind between us and you.

vii. We shall not be liable for delay or failure to perform any of its obligations under these Terms where and to the extent that such delay or failure results from any circumstances beyond its reasonable control.

The provisions of these Terms and Conditions shall be governed by, and construed in accordance with Indian law, and any dispute, controversy or claims arising out of or relating to this agreement or any breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The jurisdiction of this agreement shall be Bengaluru, Karnataka. For any other information on Terms and Conditions, contact us at _____.