

MDL TERMS AND CONDITIONS



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Terms and Conditions

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The service is accessed via the World Wide Web which is independent of the Site and the Company. Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. The Company has no responsibility for any information or service obtained by you on the World Wide Web.



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The Company, to the fullest extent permitted by law, disclaims all warranties and liability related to your access or use of the Site. Recognizing the special circumstances relating to the Site you agree to waive as against the Company, its affiliates, officers, and employees, to the fullest extent permissible by law, any claims including for loss of business howsoever arising from or relating to the use of the Site. Without prejudice to the above the maximum aggregate liability of MDPL arising under this Terms of Use for any reason whatsoever shall be limited up to Rs.1000/-.

G. Indemnity

You shall indemnify and keep indemnified the Company and its officers, directors, employees, customers, affiliates, agents and licensors harmless from and against any and all claims (including third party claim), losses, suits, proceedings, action, liabilities, damages, expenses and costs (including attorney's fees and court costs) which the Company may incur, pay or become responsible for as a result of breach or alleged breach of your representations or obligations under the Terms and Conditions, any failure by you to comply with applicable law, breach of privacy, defamation, infringement of intellectual property rights of the Company and any third party claim in respect of misuse of any information of a third party. MDPL shall have the right to defend itself, pursuant to this Clause, subject to your indemnification. These indemnity obligations will survive termination of your relationship with Company or you ceasing to use the Site.



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You agree not to cause, nor knowingly allow others to cause, any nuisance, annoyance, or inconvenience, whether to the Company or any of its customers or users of the Site by any means. You also agree not to use Site or any content of the Site to transmit or post any material which is defamatory, offensive, or obscene or menacing character or which may in our judgement cause nuisance, annoyance, inconvenience to the Company or any other person or which is illegal. You will not use the Site such that you would cause the whole or part of the Site to be interrupted, damaged, or rendered less efficient or impaired in any way. The Company does not routinely monitor your postings to the Site but reserves the right to do so. In our efforts to promote good citizenship within the Internet community, if we become aware of inappropriate use of the Site or any of its services, the Company will respond in any way that, in its sole discretion, it deems appropriate. You are prohibited from probing/testing/violating the security of the Site or attempting to including, without limitation (i) accessing data not intended for you or logging into a service or account which you are not authorized to access, (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measurers, (iii) attempting to interfere with service to any user, host or network including, without limitation, via means of submitting a virus or "trojan horse", overloading, "flooding", "mail bombing" or "crashing" or (iv) sending unsolicited electronic mail including, promotions and/or advertising of other products or services.

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These terms and conditions are governed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of courts in Mumbai.