

Terms of Service and Use Agreement

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indianainvestmentwatch.com

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PLEASE READ THIS TERMS OF SERVICE AND USE AGREEMENT ("AGREEMENT") CAREFULLY. YOUR USE OF THIS SITE, THE PRODUCTS AND SERVICES PROVIDED THROUGH OR IN CONNECTION WITH indianainvestmentwatch.com CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

BY ACCESSING OR USING ANY PART OF THE WEB SITE OR ITS PRODUCTS AND SERVICES (COLLECTIVELY, "SERVICES" OR "SERVICE"), YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THE ALL OF TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY CEASE ALL USAGE OF THIS WEB SITE OR THESE PRODUCTS AND SERVICES.

We reserve the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice. Modifications shall become effective immediately upon being posted at on this site. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

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3. USER OBLIGATIONS. By installing, accessing, and using this Web site, you represent that you are at least eighteen (18) years of age and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on this Web site, including, without limitation, when you use Services provided. If you provide any false, inaccurate, untrue, or incomplete information, indianainvestmentwatch.com reserves the right to terminate your access and use of this Web site. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of this Web site and agree not to interfere with the use and enjoyment of this Web site by other users and indianainvestmentwatch.com's operation or management of this Web site. Moreover, you agree not to impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or representative of indianainvestmentwatch.com, when using this Web site.

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7. DISCLOSURE OF YOUR INFORMATION. You acknowledge, consent and agree that indianainvestmentwatch.com may access, preserve, and disclose the information we collect about you if required to do so by law or in good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process and respond to governmental investigations; (ii) enforce the Agreement; (iii) respond to claims that any information, services, or content violated the rights of the third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of indianainvestmentwatch.com, its users and the public.

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9. INDEMNIFICATION. You agree to indemnify and hold indianainvestmentwatch.com, its affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third-party due to or arising from your use of the indianainvestmentwatch.com services or connection to the indianainvestmentwatch.com Web site or your violation of this Agreement, or arising from your violation of any rights of a third-party, or other user of the Service using your computer, or of any intellectual property or any other right of any person or entity.

10. MODIFICATIONS AND INTERRUPTION TO SERVICE AND WEB SITE.

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11. RESPONSIBILITY FOR USE. Use of the Internet and indianainvestmentwatch.com is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. While indianainvestmentwatch.com has endeavored to create a secure and reliable site, you should understand that the confidentiality of any communication or material transmitted to/from the site over the Internet or other global communication network cannot be guaranteed. Moreover, you understand that the technical processing and transmission of indianainvestmentwatch.com may involve transmission over various

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12. NO ENDORSEMENT OF POSTINGS. You must use your best judgment and reasonable caution in evaluating all third party postings or other content on the Web site. indianainvestmentwatch.com does not endorse, oppose, or edit any opinion or information provided by a user or third party, with the exception of removing temporarily or deleting what appears to be potentially unlawful content or content otherwise prohibited under this policy. indianainvestmentwatch.com does not make any representation with respect to, nor does it endorse the accuracy, completeness, timeliness, or reliability of any advice, opinion, statement, or other material displayed, uploaded, distributed by any user of, or third party contributing materials to, this Web site. indianainvestmentwatch.com expressly disclaims all responsibility and liability for such postings, information, and materials.

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15. MESSAGE STORAGE. indianainvestmentwatch.com assumes no responsibility for the deletion of or failure to store any message.

16. THIRD-PARTY PRODUCTS/SERVICES. indianainvestmentwatch.com, in its sole discretion, may post the advertisements of third parties on this Web site and/or feature materials, programs, products, and services provided by third parties.

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17. LINKS TO THIRD-PARTY SITES. Our Web site may provide links to other sites on the Internet that are owned and operated by online merchants and other third-parties. The linked sites are not under the control of indianainvestmentwatch.com and you acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. Accordingly, indianainvestmentwatch.com expressly disclaims any responsibility for the content, materials, accuracy of information, and/or quality of the products or services provided by, available through, or advertised on these third party Web sites. Moreover, these links do not imply an endorsement with respect to any third-party or any Web site or the products or services provided by any third-party. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all you to review the terms of service and privacy policies of third-parties' sites.

18. ACCESS. You acknowledge that indianainvestmentwatch.com retains the right, at our sole discretion, to terminate access to this site at any time. indianainvestmentwatch.com further retains the right to terminate access any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, indianainvestmentwatch.com reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion. You agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of indianainvestmentwatch.com.

19. EVENTS BEYOND indianainvestmentwatch.com'S CONTROL. You expressly absolve and release indianainvestmentwatch.com from any claim of harm resulting from a cause indianainvestmentwatch.com's control, including, but not limited to, the performance of third-party service providers, failure of electronic or mechanical equipment or

communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions.

20. **PRIVACY POLICY.** indianainvestmentwatch.com considers your personal identifying information to be private and operates this Web site by keeping any collected personal identifying information confidential. Nevertheless, you understand, acknowledge, and agree that the operation of this Web site requires the submission, use, and dissemination of various personal identifying information. Accordingly, your use of this Web site constitutes acceptance of indianainvestmentwatch.com's personal identifying information collection and use practices. Please see indianainvestmentwatch.com's Privacy Policy for a summary of indianainvestmentwatch.com's personal identifying information collection and use practices.

21. **GOVERNING LAW.** This Agreement has been made in and will be construed and enforced in accordance with the laws of the state of California as applied to agreements entered into and completely performed in California, without regard to conflict of law principles.

22. **BINDING ARBITRATION.** ANY CLAIM OR DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE SITE OR THESE TERMS OF USE SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION, except that either party may seek interim relief from any state or federal court in the party's state of residence to protect the party's intellectual property rights. ARBITRATION WOULD REMOVE YOUR RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS PROVISION CAREFULLY BEFORE ACCEPTING THESE TERMS OF USE. The arbitration will be administered by the American Arbitration Association ("AAA") under its then-current arbitration rules. If any AAA rule conflicts with these Terms of Use, these Terms of Use shall control. You can obtain procedures, rules, and fee information from the AAA at www.adr.org or 1-800-778-7879. Any participatory arbitration hearing that you attend shall take place in Los Angeles, California. California state law will apply during the Arbitration. The judgment upon the award rendered by the arbitrator shall be final and binding and may be entered in any court having jurisdiction. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

23. **NO CLASS ACTIONS.** TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CONSOLIDATED OR CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING. YOU UNDERSTAND THAT BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST COMPANY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

24. **TERM AND TERMINATION.** This Agreement will take effect at the time you begin installing, accessing, or using this Web site, whichever is earliest. indianainvestmentwatch.com reserves the right at any time and for any reason to deny you access to the Web site or to any portion thereof and to terminate this Agreement. This Agreement will terminate automatically if you fail to comply with the limitations described

herein. Termination will be effective without notice. You may terminate at any time by ceasing to use the Web site, but all applicable provisions of this Agreement will survive termination, as outlined below. Upon termination, you must destroy all copies of any aspect of the Web site in your possession.

25. **SURVIVABILITY.** The provisions concerning Consent to be Contacted, Proprietary and Intellectual Property Rights, Events beyond indianainvestmentwatch.com's Control, Confidentiality, Indemnity, Representations and Warranties, Disclaimer of Warranty; Limitation of Liability, Availability of Records, Admissibility of this Agreement, Termination, Statute of Limitations, and Governing Law will survive the termination of this agreement for any reason.

26. **WAIVER.** Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by indianainvestmentwatch.com of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

27. **ADMISSIBILITY.** A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

28. **SEVERABILITY.** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

29. **RELATIONSHIP OF PARTIES.** No joint venture, partnership, employment, or agency relationship exists between you and indianainvestmentwatch.com as result of this Agreement or your utilization of this Web site.

30. **RESERVATION OF RIGHTS.** Any rights not expressly granted by indianainvestmentwatch.com herein are reserved.

31. **ENTIRE AGREEMENT.** This Agreement, indianainvestmentwatch.com's Privacy Policy and any related or associated service and product or software license agreements, which are all hereby incorporated by reference as if set forth fully herein, represents the entire agreement between you and indianainvestmentwatch.com with respect to use of this Web site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and indianainvestmentwatch.com with respect to this Web site. Please note that indianainvestmentwatch.com reserves the right to change the terms and conditions of this Agreement and under which this Web site and its many offerings are extended to you. In addition, indianainvestmentwatch.com may add or delete any aspect of this Web site. Your continued use of this Web site will be conclusively deemed acceptance of any change to this Agreement or the Web site.

32. **CONTACT INFORMATION.** If you have questions regarding this Web site or if you are interested in obtaining more information concerning indianainvestmentwatch.com please contact us at info@indianainvestmentwatch.com. Please contact your third-party service providers for any questions about their products or services.

33. STATUTE OF LIMITATIONS. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE USE OF THE SERVICE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

34. OTHER TERMS AND CONDITIONS. Additional notices, terms, and conditions may apply to the purchase of goods, participation in a particular program, and/or to specific portions or features of the Web site, all of which are made a part of this Agreement by this reference. You agree to abide by such other notices, terms, and conditions, including where applicable representing that you are of sufficient legal age to acquire a product and/or use or participate in a program, service, or feature. If there is a conflict between this Agreement and the terms posted for or applicable to a specific portion of the Web site, including any areas to enable the on-line purchase of items or for any program or service offered on or through the Web site, the latter terms shall control with respect to your use of that portion of the Web site. indianainvestmentwatch.com's obligations, if any, with respect to its services, programs, and/or products are governed solely by the terms, conditions, notices, and agreements pursuant to which they are provided, and nothing herein should be construed to alter such terms, conditions, notices, and agreements. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS * * * * * Company's Contact Information Under California's "Shine the Light" law, California residents who provide Personal Information to the Website may request certain information regarding our disclosure of Personal Data to third parties for their direct marketing purposes. To make such a request, please contact our consumer support helpline at (888) 775-0859, via e-mail at info@indianainvestmentwatch.com, or via regular mail at 1125 E Broadway, #545 Glendale, CA 91205. If you have questions or concerns about this Privacy Policy, you can contact us by calling (888) 775-0859. If we need, or are required, to contact you concerning any event that involves your information, we may do so by email, telephone, or mail.