

## TERMS AND CONDITIONS

### 1. INTRODUCTION

- a. This page contains the Terms and Conditions governing your access to and use of the AISATS website (as defined in paragraph 2 below) and/or the Services (as defined in paragraph 2 below). Please read these Terms and Conditions carefully (including our Privacy Policy) before using the AISATS website and/or Services. Your access to the AISATS website and/or use of the Services indicates your acceptance of these Terms and Conditions and agreement to be legally bound by the following Terms and Conditions. If you do not accept these Terms and Conditions, you must immediately discontinue your access of the AISATS website and/or use of the Services.
  
- b. The content of the pages of the AISATS website is for your general information and use only. We have the right to amend, revise or change these Terms and Conditions (or part thereof) from time to time without any prior notice or subsequent notice to you. By accessing the AISATS website and/or using the Services, you agree to be legally bound by any such amended, revised and/or changed Terms and Conditions. It is therefore your responsibility to read this page prior to any future access to and use of the AISATS website and/or Services. If you do not agree to the amended, revised and/or changed Terms and Conditions, please cease accessing the AISATS website and/or using the Services immediately.

### 2. DEFINITIONS

- a. For the purposes of these Terms and Conditions, the following definitions apply:

"Content" includes all Text, Graphics, Design, Programming, [attachments and documents relating to AISATS and linked on] the AISATS website.

"Design" includes the "look" and "feel" of the AISATS website and the colour combinations and the page layouts of the AISATS website.

"Graphics" includes all photographs, videos, logos, buttons and other graphical elements on the AISATS website, with the exception of paid advertising contents (if any).

"Programming" includes all software, and both client-side code (HTML, JavaScript, etc.) and server-side code (Active Server Pages, VBScript, databases, etc.), used in connection with the AISATS website.

"AISATS website" and the "Site" refer to:

- the website (www.aisats.in) in its entirety including all its individual web pages, and
- any other websites in their entirety including all their individual web pages, operated by AISATS from time to time, now or in future.

"Services" mean any services that AISATS may provide on the AISATS website from time to time.

"Text" includes all text on every page of the AISATS website, whether editorial, navigational or instructional.

"User" and "you" refer to any individual, firm, corporation, organization or entity who accesses the AISATS website and/or uses the Services.

"we", "us" and "AISATS" refer to Air India Sats Airport Services Private Limited, and its associated companies, or any of them.

- b. The headings in these Terms and Conditions are for ease of reference only and shall not be taken into account in the interpretation of any of these Terms and Conditions. Words importing the singular meaning shall where the context so admits, include the plural meaning and vice versa. Words importing any one gender shall include all other genders as appropriate and words denoting natural persons shall include firms and corporations and all such words shall be construed interchangeably in that manner.

### 3. INTELLECTUAL PROPERTY RIGHTS

- a. Except as otherwise expressly stated herein, all Content is owned by, licensed to, controlled by or proprietary to AISATS, and is protected by the various intellectual property laws. The intellectual property rights in the AISATS website, the Content and the Services shall vest and remain with AISATS (or, if applicable, the parties who have authorized AISATS to use the same on the AISATS website). You may not reproduce, translate, modify, display, publish, adapt, communicate, transmit, broadcast, trade, sell or distribute or otherwise use or exploit it in any other way (including without limitation in the creation of derivative works) (1) any portion of or access to the AISATS website; (2) any of the Services; (3) the Content or (4) any third party content, information or materials provided on or through the AISATS website for any commercial or any other purposes (including without limitation reverse engineering, or copying or adapting the HTML codes used to generate Web pages on the AISATS website). Linking the AISATS website to any other website or mirroring any of the information on the AISATS website on any other server is also expressly prohibited without our prior written consent.
  
- b. "AISATS", the "AISATS" mark and logo and certain other names, marks and logos used on the AISATS website are names, trademarks, service marks and logos proprietary to AISATS or which belong to other parties who have authorized AISATS to use the same on the AISATS website. Advertising content will be proprietary or licensed to the advertisers concerned. All these are similarly protected under paragraph 3a above.

### 4. ACCEPTANCE USE OF THE AISATS WEBSITE

- a. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude

liability for any such inaccuracies or errors to the fullest extent permitted by law.

- b. As a condition of your access to and/or use of the AISATS website and/or the Services, you hereby represent, warrant and agree that you will not use, or plan, encourage or help others to use, the AISATS website and/or the Services for any purpose or in any manner that is prohibited by these Terms and Conditions or by applicable laws and regulations of India. Your access and use of the AISATS website, the Content and/or the Services shall solely be for the purposes specified and not for any other purposes.
  
- c. You are prohibited from violating or attempting to violate the security of the AISATS website, including without limitation:
  - i. attempting to probe, scan or test the vulnerability of a system or network or to breach or circumvent security or authentication measures without proper authorization;
  - ii. attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the AISATS website, overloading, "flooding", "spamming", "mailbombing" or "crashing";
  - iii. sending unsolicited e-mail, including without limitation promotions and/or advertisements of products or services; or
  - iv. forging any TCP/IP packet header or any part of the identifiers or header information in any e-mail or posting.
  
- d. Violations of system or network security or paragraphs 4c.i. to 4c.iv. as above may result in civil or criminal liability. AISATS will investigate occurrences which may involve such violations and may involve, and cooperate with (including disclosing information obtained about Users), law enforcement authorities in prosecuting Users who are involved in such violations.
  
- e. This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the personal information may be stored by us for use by third parties.

- f. AISATS' obligations with regard to goods and services in the AISATS website are governed by the terms and conditions under which they are provided. Nothing on the AISATS website shall be construed to amend or alter the terms and conditions of those goods and services.

## 5. DEACTIVATION, SUSPENSION OR TERMINATION OF ACCESS OR SERVICE

- a. Every effort is made to keep the website up and running smoothly however AISATS may at any time and from time to time deactivate, interrupt, suspend, restrict or terminate (temporarily or permanently) the operations of, and/or the User's access to, the whole or any part of the AISATS website and/or the Services (as the case may be) for any period of time, without prior notice and without any reason whatsoever. Without prejudice to the other provisions of these Terms and Conditions, AISATS shall not be liable for any loss, damage, costs or expenses that the User may suffer or incur resulting from such deactivation, interruption, suspension restriction and/or termination.

## 6. DISCLAIMERS AND LIMITATIONS ON AISATS' LIABILITY

- a. The provisions of this paragraph 6 apply and bind you, notwithstanding anything to the contrary contained elsewhere in these Terms and Conditions.
- b. AISATS assumes no responsibility for the activities or conduct of Users or use or misuse of this AISATS website by Users.
- c. The AISATS website and the Content, as well as the information and materials accessed through the AISATS website, are provided on an 'as is' and "as available" basis without any warranties of any kind, express or implied or statutory. AISATS makes no representations, warranties or guarantees regarding (1) the Services, Content, information, materials, software or links provided on or through the

AISATS website; (2) the AISATS website in general; or (3) the accuracy, reliability, adequacy, reasonableness, completeness or timeliness thereof; and to the fullest extent permitted by law, AISATS hereby disclaims all liabilities and warranties in respect of the same (including without limitation warranties of merchantability, title, satisfactory quality, non-infringement of your or any third parties' rights, or fitness for particular purpose, freedom from computer virus, malicious code and/or other harmful components). AISATS makes no representations, warranties or guarantees regarding any email or other form of communication with Users. Without prejudice to the generality of the foregoing, such information may have been obtained unverified by AISATS from a variety of third party sources. You acknowledge that any use or reliance by you on the Services, Content, information, materials, software or links provided on or through the AISATS website, or on the AISATS website in general, will solely be at your own risk. AISATS assumes no responsibility for the timeliness, deletion or mis-delivery of, or failure to store, receive or respond to, any communications to or from users, for any reason.

- d. Nothing on the AISATS website shall be considered or construed as an endorsement, verification, recommendation, representation or warranty of or by AISATS with respect to any third party or any third party's website (or its content), products, services or otherwise. The foregoing applies inter alia to any paid advertising content, as well as links that may be provided on or through the AISATS website to third party websites. Such links are provided solely as a convenience to Users. Users shall use such links to access third party websites at their own risk and subject to the terms and conditions of access and/or use contained therein. We have no control over the nature, content, and availability of those sites. The inclusion of any links doesn't necessarily imply a recommendation or endorse the views expressed within them. Therefore, AISATS makes no representations, warranties or guarantees regarding the availability or content (including its truthfulness, accuracy, completeness, timeliness or reliability) of such third party websites in respect of which links have been provided in the AISATS website, nor with regard to broken links.
- e. AISATS makes no representation or warranty that the Content, information and materials contained in or accessed through the AISATS website are appropriate, legal or available for use in your location or jurisdiction. If you choose to access the AISATS website

from any location or jurisdiction, you do so at your own risk and are responsible for compliance with local laws, if and to the extent local laws are applicable.

- f. Your arrangements, dealings or transactions with a third party named on (including advertisers on the Site) or linked to from these pages are solely between you and such third parties and/or advertisers and entirely at your own risk and responsibility. We shall not be responsible for any loss, damage, costs or expenses (whether direct or indirect) that you may suffer or incur as a result of any such arrangements, dealings, transactions or otherwise arising from the availability of such third parties and/or advertisers on the Site. AISATS does not warrant that the Site and/or Services will operate error-free or be uninterrupted or that the Site, the Services and its servers are free of computer viruses or other harmful mechanisms or effects or defamatory material or does not infringe third parties' rights. AISATS does not warrant the security or protection of the Content from illegal or unlawful corruption by unauthorized parties or hackers. If your use of the Site or the Content results in the need for servicing or replacing equipment or data, AISATS shall not be responsible or liable for the costs incurred. You assume all responsibility and risk for your use of the Site and the Internet generally.
- g. In no event and under no circumstances shall AISATS or its advertisers be liable for any damages, loss, costs or expenses whatsoever (including without limitation, direct, indirect, special, incidental and consequential damages, lost profits, loss of opportunity or loss of reputation or damages resulting from lost or corrupted data or business interruption) resulting from, arising out of or in connection with and/or in relation to (1) your use of or access to or reliance on, or the inability to use or access or to rely on, the AISATS website, the Services and/or the Content; or (2) any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, loss or corruption of data or systems, delay in operation or transmission, transmission error or unavailability of access in connection with the AISATS website, the Content and/or the Services, whether based in contract, tort or other legal theory, and whether or not AISATS is advised of the possibility of such damages.

- h. If the limitations set forth in this paragraph 6 above are held inapplicable or unenforceable as against you for any reason, then AISATS's maximum liability to you for any type of damages (direct or otherwise) shall be limited to INR100 in aggregate.
- i. You agree and acknowledge that the disclaimer and limitation of liabilities set out in these Terms and Conditions are reasonable.

## 7. INDEMNITY

- a. You shall indemnify and hold harmless AISATS, its directors, employees and/or agents, from and against any and all claims, proceedings, liability, loss, damage, costs and expenses whatsoever (including without limitation legal costs on a full indemnity basis), arising from or in connection with (a) your access of the AISATS website and/or use of the Services; (ii) any other party's access of the AISATS website and/or use of the Services using your user identification, password, personal identification number or other authentication information (collectively, "User ID Information"), if any, used by you on the AISATS website; (iii) your breach of any of these Terms and Conditions; (iv) any other party's breach of these Terms and Conditions where such party was able to access the AISATS website and/or use the Services by using your User ID Information; and/or (v) your breach of any statutory requirement, duty or law or any rights of any person or entity.

## 8. GOVERNING LAW AND JURISDICTION

- a. By accessing the AISATS website and/or using the Services, you hereby agree that these Terms and Conditions and all matters relating to your access and use of the AISATS website and/or the Services shall be governed by, and construed in accordance with Indian law. You hereby submit to the exclusive jurisdiction of the Indian courts.
- b. If at any time any provision of these Terms and Conditions is or becomes invalid, illegal or held to be void or unenforceable in any

respect, the validity, legality or enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired thereby. The invalid, illegal, void or unenforceable provision shall be eliminated or limited to the minimum extent necessary and amended or replaced by valid, legal and enforceable provisions which achieve, to the greatest extent possible, the intent of these Terms and Conditions.