

TAKSHAY LABS PRIVATE LIMITED

Website Terms of Use and Legal Disclaimer

Issued by

Takshay Labs Private Limited

Registered Office:

No. 3, 6th B Main Road, N S Palya
BTM Layout, Bengaluru Urban
Karnataka 560076, India

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These Terms govern access to and use of the Takshay website and form a legally binding agreement between the Company and Users.

Document Control

Field	Details
Document Title	Website Terms of Use and Legal Disclaimer
Issuing Entity	Takshay Labs Private Limited
Applicable Law	Information Technology Act, 2000; Indian Contract Act, 1872; Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021; Arbitration and Conciliation Act, 1996
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1 Legal Acceptance and Binding Nature

These Website Terms of Use and Legal Disclaimer (the "Terms") constitute a legally binding agreement between the User and Takshay Labs Private Limited ("Company"), a company incorporated under the Companies Act, 2013, having its registered office at No. 3, 6th B Main Road, N S Palya, BTM Layout, Bengaluru Urban, Karnataka 560076, India.

By accessing, browsing, or using the Website in any manner, the User unconditionally accepts and agrees to be bound by these Terms in their entirety. If the User does not agree to these Terms, the User must immediately cease accessing and using the Website. The act of accessing the Website constitutes the User's affirmative acceptance of these Terms, and such acceptance shall have the same legal force and effect as a written signature for the purposes of the Information Technology Act, 2000 and the Indian Contract Act, 1872.

These Terms incorporate by reference the Company's Privacy and Data Protection Policy and the Governance, Transparency and Accessibility Policy, both of which are published on the Website and form an integral part of the contractual framework governing the User's access to and use of the Website. In the event of any inconsistency between these Terms and the incorporated policies with respect to a specific subject matter, the provisions of the instrument specifically addressing that subject matter shall prevail.

The Company reserves the right to modify, amend, or replace these Terms at any time in accordance with Clause 15 of these Terms. The User's continued use of the Website following publication of any amendment shall constitute the User's acceptance of the revised Terms.

2 Eligibility and Capacity to Contract

By accessing or using the Website, the User represents, warrants, and undertakes to the Company that:

- The User is at least eighteen (18) years of age and has attained the age of majority under the laws applicable in the User's jurisdiction;
- The User is legally competent to enter into a binding contract under the Indian Contract Act, 1872, meaning that the User is of sound mind, is not disqualified from contracting by any law to which the User is subject, and is not acting under coercion, undue influence, fraud, misrepresentation, or mistake;
- The User's access to and use of the Website is lawful in the jurisdiction in which the User is located, and the User assumes full responsibility for compliance with all applicable laws and regulations in their jurisdiction;
- Where the User accesses the Website on behalf of a legal entity, the User has the authority to bind such entity to these Terms, and references to "User" shall include such entity.

The Company does not knowingly permit access to the Website by persons who do not satisfy the eligibility criteria set out in this Clause. If the Company becomes aware that a User does not satisfy such criteria, the Company reserves the right to restrict or terminate such User's access to the Website without notice.

3 Nature and Purpose of the Website

The Website is an institutional, informational platform maintained by the Company to provide content relating to the following subject areas:

- Programme design and development, including descriptions of methodologies, frameworks, and institutional approaches adopted by the Company;

- Institutional coordination, including descriptions of the Company's engagements, partnerships, and collaborative arrangements;
- Structural analysis, including commentaries, research outputs, and analytical content pertaining to subjects within the Company's areas of operation.

The Website is provided solely for the purposes of institutional communication, information dissemination, and general reference. The Company expressly clarifies that the Website does not provide, and shall not be construed as providing, any of the following:

- User accounts, personal profiles, or any form of registered membership;
- Financial transactions, payment processing, or any form of commerce or monetised service;
- Electronic commerce services, subscription services, or any other transactional digital service.

No content published on the Website shall be construed as constituting professional advice, including legal, financial, regulatory, technical, or investment advice. Users are advised to seek independent professional counsel before relying on any content published on the Website for any purpose.

4 Intellectual Property Rights

4.1 Ownership

All content published on the Website, including but not limited to text, articles, analyses, reports, commentary, structural descriptions, layout design, graphic elements, and the selection and arrangement of materials, is the exclusive intellectual property of Takshay Labs Private Limited and is protected under the Copyright Act, 1957, as amended, and other applicable Indian and international intellectual property laws. The Company reserves all rights not expressly granted in these Terms.

Unauthorised reproduction, distribution, modification, adaptation, public display, or any other use of the Company's intellectual property without the prior written consent of the Company constitutes infringement of the Company's intellectual property rights and may expose the infringing party to civil and criminal liability under applicable law.

4.2 Trademark Rights

The name "Takshay", the Takshay wordmark, all associated logos, and any other marks displayed on the Website that are identified as belonging to the Company constitute registered or unregistered trademarks of Takshay Labs Private Limited. Nothing in these Terms or on the Website shall be construed as conferring any licence or right to use any trademark of the Company without the prior written consent of the Company.

Third-party trademarks, trade names, and logos displayed on the Website, if any, are the property of their respective owners and are displayed solely for the purposes of identification and reference. The Company does not claim any rights in such third-party marks.

4.3 Limited Licence

Subject to the User's compliance with these Terms, the Company grants the User a limited, non-exclusive, non-transferable, revocable licence to access the Website and view its content solely for the User's personal, non-commercial, and informational purposes.

This limited licence expressly excludes and does not permit any of the following:

- Reproduction, copying, or distribution of any content from the Website for any commercial purpose or for any purpose other than personal reference;
- Systematic downloading, scraping, harvesting, data mining, or any other automated extraction of data or content from the Website;

- Creation of derivative works based on any content published on the Website;
- Framing, mirroring, or incorporating any portion of the Website into any other website, application, or digital platform without the Company's prior written consent;
- Sub-licensing, assignment, or transfer of this licence or any rights granted hereunder to any third party.

The Company reserves the right to revoke this limited licence at any time, with or without notice, in the event of any actual or suspected breach of these Terms by the User.

4.4 Permission Requests

Any request for permission to cite, reproduce, distribute, or otherwise use content from the Website beyond the scope of the limited licence granted in Clause 4.3 must be submitted in writing to the Company at the following email address: info@takshay.com. The Company shall consider such requests at its sole discretion and may grant or decline permission without any obligation to provide reasons.

5 Prohibited Conduct

In addition to any other restrictions or obligations imposed by these Terms, the User agrees not to engage in any of the following conduct in connection with access to or use of the Website:

- Gaining or attempting to gain unauthorised access to any portion of the Website, the Company's servers, systems, networks, or databases, or to any third-party systems connected to the Website;
- Transmitting, uploading, or deploying any virus, malicious code, worm, trojan horse, ransomware, or any other harmful or disruptive software or technology through or in connection with the Website;
- Undertaking any form of systematic scraping, crawling, harvesting, or automated data extraction of content from the Website, including through the use of bots, spiders, or similar technologies, without the prior written authorisation of the Company;
- Impersonating the Company, any officer or employee of the Company, or any other person or entity, or misrepresenting any affiliation with any person or entity;
- Using the Website's enquiry form or any other communication channel provided on the Website to transmit unsolicited commercial communications, spam, phishing content, or any content that is unlawful, defamatory, abusive, harassing, threatening, obscene, or otherwise objectionable;
- Engaging in any conduct that disrupts, overloads, or impairs the proper functioning of the Website or the infrastructure supporting it;
- Circumventing, disabling, or otherwise interfering with any security feature or access control mechanism of the Website;
- Using the Website in any manner that violates applicable law, including the Information Technology Act, 2000, and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

The Company reserves the right to take all appropriate technical, legal, and administrative action in response to any prohibited conduct, including the restriction or termination of Website access and the reporting of unlawful activity to competent authorities.

6 Third-Party Hyperlinks

The Website may contain hyperlinks to external websites, platforms, publications, or resources maintained by third parties. Such hyperlinks are provided solely for the convenience of the User and

for purposes of information and reference. The inclusion of any hyperlink on the Website does not constitute an endorsement, recommendation, or approval by the Company of the linked website, its content, its operators, or any products, services, or views expressed therein.

The Company does not control, monitor, or assume responsibility for the content, accuracy, availability, privacy practices, or security of any third-party website linked from the Website. Access to any linked third-party website is entirely at the User's own risk, and the Company expressly disclaims all liability arising from the User's access to or use of any such website. The User is advised to review the terms of use and privacy policy of any third-party website before providing any information to or transacting with such website.

7 Disclaimer of Warranties

THE WEBSITE AND ALL CONTENT, INFORMATION, MATERIALS, AND SERVICES MADE AVAILABLE THROUGH THE WEBSITE ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

To the fullest extent permitted by applicable law, the Company expressly disclaims all warranties, including but not limited to:

- Any implied warranty of merchantability, fitness for a particular purpose, or non-infringement;
- Any warranty that the Website will be available on an uninterrupted, timely, secure, or error-free basis;
- Any warranty as to the accuracy, completeness, currency, reliability, or suitability of any content published on the Website;
- Any warranty that defects in the Website will be corrected, or that the Website or the servers through which it is made available are free of viruses or other harmful components.

The User assumes sole and exclusive responsibility for any reliance placed upon any content accessed through the Website. The Company does not warrant that the Website is suitable for any particular purpose, and the User is solely responsible for determining whether the Website and its content are appropriate for the User's intended use.

8 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USER'S ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE WEBSITE OR ANY CONTENT THEREON.

Without limiting the generality of the foregoing, the Company shall not be liable for:

- Loss of profits, revenue, business, goodwill, or anticipated savings;
- Loss or corruption of data or information;
- Any damages arising from reliance on any content, information, or material published on the Website;
- Any damages arising from the User's access to or use of any third-party website linked from the Website;
- Any damages arising from the interruption, suspension, or termination of access to the Website for any reason;
- Any damages arising from unauthorised access to or alteration of the User's data or communications.

This limitation of liability shall apply irrespective of whether the Company has been advised of the possibility of such damages, and irrespective of the legal theory under which such damages are claimed, whether in contract, tort, statute, or otherwise. In jurisdictions that do not permit the exclusion or limitation of certain categories of damages, the Company's liability shall be limited to the maximum extent permitted by applicable law.

9 Indemnification

The User agrees to indemnify, defend, and hold harmless the Company and its directors, officers, employees, agents, affiliates, successors, and assigns from and against any and all claims, actions, proceedings, demands, liabilities, damages, losses, costs, and expenses (including reasonable legal fees and disbursements) arising out of or in connection with:

- The User's access to or use of the Website in contravention of these Terms;
- The User's breach of any representation, warranty, or obligation set out in these Terms;
- The User's infringement of any intellectual property right, privacy right, or other right of any third party;
- Any content submitted, transmitted, or uploaded by the User through any communication channel on the Website;
- Any violation by the User of applicable law, including the Information Technology Act, 2000.

The Company reserves the right to assume the exclusive defence and control of any matter subject to indemnification by the User, in which event the User shall cooperate fully with the Company in the assertion of all available defences. The User shall not settle any claim subject to indemnification without the prior written consent of the Company.

10 Website Availability and Force Majeure

The Company does not guarantee continuous, uninterrupted, or error-free access to the Website. Access to the Website may be suspended, restricted, or terminated at any time, with or without notice, for any of the following reasons:

- Scheduled or emergency maintenance of the Website or its underlying infrastructure;
- Technical failures, system outages, hardware malfunctions, or software errors;
- Cyber incidents, including but not limited to distributed denial of service attacks, hacking, malware infiltration, or other security incidents;
- Any act of God, natural disaster, pandemic, epidemic, flood, earthquake, storm, or other event of nature beyond the Company's reasonable control;
- Acts of government, regulatory authority, or court order requiring the suspension or modification of the Website;
- Failure or unavailability of third-party services, infrastructure, or utilities on which the Website is dependent.

The Company shall not be liable for any loss or damage arising from any interruption, suspension, or unavailability of the Website attributable to any of the events described in this Clause or to any other cause beyond the Company's reasonable control. The Company shall use commercially reasonable efforts to restore access to the Website following any interruption as expeditiously as practicable.

11 Severability

If any provision of these Terms, or any part thereof, is held by a court or other competent authority to be invalid, unlawful, void, or unenforceable for any reason, such provision or part shall be deemed severed from the remaining provisions of these Terms. The invalidity, unlawfulness, voidness, or

unenforceability of any such provision or part shall not affect the validity, lawfulness, or enforceability of the remaining provisions of these Terms, which shall continue in full force and effect.

Where a provision is found to be invalid or unenforceable but would be valid and enforceable if some part of it were deleted or modified, the provision shall apply with such minimum modification as is necessary to make it valid and enforceable, provided that such modification is consistent with the original intent of the provision and does not materially alter the nature of the agreement between the parties.

12 Governing Law and Jurisdiction

These Terms shall be governed by, construed, and enforced in accordance with the laws of the Republic of India, including but not limited to the Information Technology Act, 2000, the Indian Contract Act, 1872, the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, and any other applicable Indian legislation.

Subject to Clause 13 of these Terms, any dispute, controversy, or claim arising out of or in connection with these Terms, including any question regarding their validity, interpretation, breach, or termination, that is not resolved through the dispute resolution process set out in Clause 13, shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction situate in Bengaluru, Karnataka, India. The User irrevocably submits to the exclusive jurisdiction of such courts and waives any objection to proceedings in such courts on grounds of venue or inconvenient forum.

13 Dispute Resolution

13.1 Negotiation

In the event of any dispute, controversy, or claim arising out of or in connection with these Terms, including any dispute regarding their existence, validity, interpretation, breach, or termination (a "Dispute"), the parties shall first attempt to resolve the Dispute through good-faith negotiation. Either party may initiate the negotiation process by providing written notice to the other party describing the nature of the Dispute and the relief sought.

The parties shall endeavour to resolve the Dispute within thirty (30) calendar days of the date on which the written notice is received by the other party (the "Negotiation Period"). The Negotiation Period may be extended by mutual written agreement of the parties. If the Dispute is not resolved within the Negotiation Period (as extended, if applicable), either party may refer the Dispute to arbitration in accordance with Clause 13.2.

13.2 Arbitration

Any Dispute that is not resolved pursuant to Clause 13.1 shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall consist of a sole arbitrator mutually appointed by the parties. In the event the parties are unable to agree upon a sole arbitrator within fifteen (15) days of the referral of the Dispute to arbitration, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

The seat and venue of arbitration shall be Bengaluru, Karnataka, India. The language of the arbitral proceedings shall be English. The arbitral award shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction. Each party shall bear its own costs of arbitration unless the arbitral tribunal otherwise orders.

Nothing in this Clause shall prevent either party from seeking urgent interim relief from a court of competent jurisdiction pending the constitution of the arbitral tribunal or the conclusion of arbitral proceedings.

14 Grievance Officer

Pursuant to Rule 3(1)(c) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, the Company has designated a Grievance Officer to receive and address complaints and grievances from Users in connection with these Terms and the Website. The details of the Grievance Officer are as follows:

- Name: Mr. Satish Shekar
- Designation: Co-Founder, Takshay Labs Private Limited
- Email: ss@takshay.com
- Address: No. 3, 6th B Main Road, N S Palya, BTM Layout, Bengaluru Urban, Karnataka 560076, India
- Business Hours: Monday to Friday, 10:00 a.m. to 6:00 p.m. IST (excluding public holidays)

Any User who has a complaint or grievance in connection with these Terms, the Website, or any content published thereon may submit a written complaint to the Grievance Officer at the contact details specified above. The Grievance Officer shall acknowledge receipt of the complaint within five (5) business days of receipt, and shall endeavour to resolve the complaint within such further period as may be prescribed under applicable law or as is reasonably practicable in the circumstances.

15 Amendments

The Company reserves the right to amend, modify, update, or replace any provision of these Terms at any time, at its sole discretion. Amendments shall become effective upon publication of the revised Terms on the Website. The Company shall use reasonable efforts to indicate the effective date of any amendment in the version control information of the revised Terms, but shall not be obliged to provide individual notice to each User.

The User's continued access to or use of the Website following the publication of any amendment to these Terms shall be deemed to constitute the User's unconditional acceptance of the revised Terms. Users who do not accept any amendment to these Terms must immediately discontinue their access to and use of the Website.

The Company recommends that Users review these Terms periodically to remain informed of the most current version. The current version of these Terms shall at all times be available on the Website.

— End of Document —

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