



# Website Terms & Conditions

(Updated: April 2023)

Welcome to this website, which is available at [www.steam-a.com](http://www.steam-a.com) or other address as may be available from time to time (the “**Website**”), which is owned, operated and managed by Steam-A Private Limited, an Indian company, with registered offices at 2/92 A-6 Thennampalayam-Annur Road, Arasur (PO), Coimbatore, Tamil Nadu 641407 (hereinafter: “**Steam-A**” or “**Us**” or “**We**”).

The Use of the Website is subject to these terms and conditions herein (as may be amended and/or updated from time to time) (the “**Terms**”). The Terms constitute the legal basis for any communication you may have with Steam-A in connection therewith. Please read the Terms carefully before using the Website. By using the Website in any manner, you confirm that you read, understood, accept, and agree to be bound by the Terms without limitations. If you do not agree to the Terms, whether in whole or in part, you may not Use the Website.

## 1. Definitions

For the purpose of these Terms, the following terms shall have the respective meanings set forth besides them:

1.1. “**Anonymized Data**” shall mean any information, data or content which is collected, processed and/or otherwise generated by Steam-A about or from your Use of the Website which is anonymous and/or does not personally identify you and/or reveal your specific identity as an individual, and/or cannot be attributed to you (such as your browser type, technical device information, etc.).

1.2. “**Content**” shall mean any information of any kind (but excluding User Data, as defined below) incorporated in the Website, including, but not limited to, texts, verbal and visual content, articles, publications, design, graphic language, videos, materials, data, photos, pictures, drawings, sound files, graphic files, links, computer code, application, texts and any other information displayed or presented on

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the Website, whether owned by Steam-A or by a third party that granted Steam-A with a right to use it in the Website.

1.3. **"Data"** shall mean Personal Data and Anonymized Data, together.

1.4. **"Data Protection Laws"** shall mean the GDPR, the laws in the EEA implementing or supplementing the GDPR in the relevant countries and any other data protection laws applicable to Steam-A with respect to processing User Data, according to the terms of the Privacy Policy.

1.5. **"Personal Data"** shall mean any information, data or content which you decide to upload to the Website, which can personally identify you as an individual and/or otherwise can be attributed to you as an individual, or as otherwise defined in Data Protection Laws.

1.6. **"Use"** shall mean any accessing and/or viewing and/or visiting and/or browsing the Website for any purpose. The Use of the Website is free of charge.

1.7. **"User"** or **"you"** or **"your"** (including any alterations thereof) shall mean any individual or entity that Uses the Website for any purposes, using a computer and/or any other device, including cellular device and/or by any other means of communications.

1.8. **"User Data"** or **"Visitor Data"** shall mean Personal Data you upload to the Website in order to contact us, for instance, if you are interested in our services or in receiving our newsletter (such as your name, e-mail address, your phone call, and any other information you decide to incorporate in the "message box" in the Website).

## **2. Scope of License, Limitations of Use**

2.1 The Website provides general information about the Steam-A and the services we offer to our customers.

2.2 Subject to Your Use of the Website according to the Terms, we hereby grant you a worldwide, non-exclusive, non-transferable, non-sub licensable, limited, and revocable license to Use the Website, solely for internal, legal and legitimate purposes. You may not Use the Website for any other purpose.

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2.3. Without derogating from the generality of the above, you shall not: (a) modify, alter, reproduce, copy, rent, lease, loan, sell, publicly display, perform, distribute or otherwise Use the Website for any public and/or commercial purposes; (b) create derivative work based (whether in whole or in part) on any Content that is available on or through the Website; (c) crawl, decompile, reserve engineer, disassemble and/or otherwise attempt to reveal and/or derive the source code of the Website (including without limitation to any algorithm); (d) send and/or upload any “spam” or otherwise duplicative or unsolicited messages in violation of applicable laws; (e) send and/or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or violate of third party rights; (f) send and/or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Website or the Content contained therein; (h) attempt to gain unauthorized access to Website or its related systems or networks; (i) create any link or deep linking and/or references to the Website from other sites; (j) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Website, or perform any other action in the Website or any part thereof in violation of the Terms and/or that would or might cause any damage to Steam-A.

2.4 Without derogating from any other right granted to Steam-A in accordance with applicable law and/or these Terms, any User acting in violation of the Terms will be denied access to the Website and any User Data uploaded by the User to the Website (if any) shall be removed.

### **3. Ownership and Intellectual Property rights**

3.1. In the relations between you and Steam-A, the Website (including any Content incorporated therein) is owned by Steam-A and is protected by copyright and other intellectual-property laws and treaties. We (and our licensors) own any and all rights, title, and interest in and to the Website (and any Content therein), including all copyright and other intellectual property rights in the Website, and the limited license granted herein (as set forth in section 2.1 above) does not provide you with any title or ownership rights in or to the Website and/or in any Content.

3.2. You acknowledge and agree that any Content presented to you on or through the Website is and shall remain the property of Steam-A (and/or its licensor and/or suppliers), and is or may be protected by copyright, trademark, patent and/or other proprietary rights law.

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3.3. It is prohibited to use Meta tags or any other hidden text containing Steam-A's name or trademarks, without Steam-A's prior written authorization and subject to the terms thereof.

## **4. No Warranty and Disclaimers**

4.1. The Use of the Website is at your own risk. Any advice received through the Use of the Website (to the extent received) may not be relied upon for making any decisions, including (without limitation) in professional, legal, personal, or financial matters. For this purpose, you should consult with a suitable professional to receive advice that is suited to your particular circumstances and the facts of your case. You should independently verify all statements contained on this Website

4.2. The Content contained on the Website is of a general nature and is provided "AS IS", for general knowledge, and for non-commercial use only, without any warranty, representation or undertaking (whether expressed or implied) of any kind, including but not limited to warranties of merchantability, fitness for a particular purpose, suitability for User's intended purposes or non-infringement. The Website, including any Content displayed on the Website does not constitute and should be considered as an offer for, or an invitation by or on behalf of Steam-A to provide any service, nor does it constitute any advice or recommendation on any subject matter, either directly or indirectly.

4.3. Steam-A expressly disclaims any and all responsibility and/or liability with respect to actions taken or not taken based on the Content of this Website and/or regarding the accuracy, completeness, correctness, or reliability of the Content contained on this Website, or that the Content is error free. Steam-A does not warrant that the Website will be available and/or uninterrupted and/or that it will work in full operating condition.

4.4. Steam-A does not warrant that the Website (including, without limitations, the Content and/or the ability to communicate with us or to apply to a job offer on the Website), will be available at all times without interruptions and/or that the Website (including any Content contained in it) will be error-free. In addition, User is aware that the Website might shut down in whole or in part, due to circumstances which are not under Steam-A's control (including, without limitations, internet failure, electronic communication delays, force majeure events, etc.). User irrevocably waives any claim and/or demand, directly or indirectly connected or resulted from the Website's (including any part thereof) unavailability as described herein.



## 5. Limitation of Liability

To the maximum extent applicable by law, and notwithstanding any other provisions of any law or agreement, in no event will Steam-A (including our officers, directors, employees, agents and affiliates) be liable for any damage (including but not limited to direct, indirect or consequential damage, such as damage due to lost profits, lost data or business interruption, damage to goodwill, etc.) arising out of the Use and/or inability to Use the Website and/or the results of Use of the Website, Content contained on the Website (including, without limitations, reliance on such Content) or on any site linked to the Website, and/or resulting from exposure to computer viruses or other malware, whatever the grounds of claim or cause of damage, whether based on contract, tort or otherwise. The sole and exclusive relief available to you in any such event(s) is to leave the Website.

## 6. Links.

The Website may, as a convenience to you, include or suggest links or references to third party websites. If you use these links/references, you will leave the Site. Steam-A does not guarantee that such references or links will lead to active sites, it does not review or control such third-party sites and it is not responsible for them or their content. Accordingly, Steam-A does not make any representation or warranty regarding these sites or regarding any information, software, products, or materials contained on them or any result that could arise from using them. You are solely responsible for any decision to access a third-party site that is linked to the Website. When using links, you must read and comply with the terms of use and all other conditions and instructions on the linked site. Steam-A reserves the right to remove and/or block links to third party sites through technological or other means, without prior written notice.

## 7. Trademarks

The names of companies and/or customers mentioned on the Website are trademarks or commercial logos of their respective owners. The Use of the Website does not confer on you rights in trademarks of Steam-A and/or any third parties mentioned on the Website.

## 8. Miscellaneous

8.1. When you Use the Website, you may provide Steam-A and/or Steam-A may otherwise collect, generate and/or process, directly or indirectly, User Data about, and Anonymous Data about your Use of



the Website. Such collection and process of Information is governed by our privacy policy (as will be updated from time to time), which is available at: [www.steam-a.com/privacy-policy](http://www.steam-a.com/privacy-policy) (the "Privacy Policy"). Make sure you carefully read our Privacy Policy before submitting and/or otherwise uploading any User Data to the Website.

8.2. The Website is designed for the use of adults (18 years or older) and is not intended for minors. If you are a minor (below the age of 18), your Use per se of the Website is evidence that you received permission from your parents or appointed legal guardian to do so.

8.3. If any of the terms herein is determined to be illegal, invalid, or otherwise enforceable by reason of law, then to the extent and within the jurisdiction in which the term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms, and the remaining terms shall survive, remain in full force and effect, and continue to be binding and enforceable.

8.4. You will defend, indemnify, and hold Steam-A (including our officers, directors, employees, shareholders, agents, and affiliates) from and against all claims, losses, costs, damages, liabilities and expenses (including without limitations, reasonable attorney's fees) incurred by Steam-A due to your breach of these Terms.

8.5. The Terms shall be governed by and construed in accordance with the laws of the Republic of India. Any disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the competent courts in Tamil Nadu, India.

8.6. These Terms form the entire agreement between Steam-A and you regarding your Use of the Website. Steam-A reserves the right to alter and/or amend the Terms from time to time without advance notice by posting revised Terms. You can see when the Terms were last updated by checking the revised date at the top of the Terms. Further, Steam-A reserves the rights to change the graphics of the Website, add or remove any Content, and also temporarily suspend or permanently stop the activity of the Website at any time, without advance notice.

8.7. If you have any question regarding the Terms, please contact us at [talkto@steam-a.com](mailto:talkto@steam-a.com)

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