

KINGFISHER World TERMS OF SERVICE 2007

(1) ACCEPTANCE OF TERMS

Welcome to the world of KINGFISHER. UB Ltd. ("UB", "we" or "us" as the case may be) provides the Service (defined below) to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at http://kingfisherworld.com/tos/KWorld_tos.pdf. In addition, when using particular KINGFISHER World services or third party services, you and UB shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules, which maybe subject to change, are hereby incorporated by reference into the TOS. In most cases the guides and rules are specific to a particular part of the Service and will assist you in applying the TOS to that part, but to the extent of any inconsistency between the TOS and any guide or rule, the TOS will prevail. We may also offer other services from time to time that are governed by different Terms of Services, in which case the TOS do not apply to such other services if and to the extent expressly excluded by such different Terms of Services. UB also may offer other services from time to time that are governed by different Terms of Services. These TOS do not apply to such other services that are governed by different Terms of Service.

(2) DESCRIPTION OF SERVICE

UB currently provides users access to a rich collection of on-line resources, including, various third party communications tools, online forums, shopping services, personalized content and branded programming through its network of properties (the "Service"). The Service (or parts of it), at UB's discretion, may be accessed or made available through or via various mediums or devices now known or hereafter developed, including but not limited to the World Wide Web, mobile telephone or communications services (such as SMS (Short Message Service)), and/or other Internet or telecommunications services or protocols (such as WAP (Wireless Application Protocol)) (collectively, the "Channels"). You also understand and agree that the Service may include certain communications from KINGFISHER World such as service announcements, administrative messages and the Good Times Newsletter, and that these communications are considered as part of the KINGFISHER World membership (iKING) and you will not be able to opt out of receiving them.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new KINGFISHER World properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that UB assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

In order to use the Service, you must obtain access to the Channels, either directly or through devices that access web-based content, and pay any service fees associated with such access to

the Service in accordance with the applicable payment terms. Such fees and payment terms may be changed from time to time, and such changes will be notified to you, whether by email or by notices or links to notices on the Service or by other appropriate means. You acknowledge that certain parts of the Service are available only via certain Channels. You also acknowledge that we are not responsible or liable in any way for your access to the Service or your use of any Channels.

In addition, you must provide all equipment necessary to use the relevant Channel, including a computer and modem, mobile telephone or other appropriate access device, and you must pay any fees applicable to the use of such Channel. You acknowledge that you are solely responsible for the set-up, configuration or compatibility of the hardware, software and other equipment used by you for obtaining access to the Service by any Channel whatsoever. If any alteration in the whole or any part of Service requires changes in your hardware, software or other equipment, you must effect these changes at your own expense. We can inform you of any such alterations in the Services owned and operated by us in advance, whether by email or by notices or links to notices on the Service or by other appropriate means.

Unless expressly stated otherwise, no information presented in the Service or in connection with any products and services forming part of the Service shall be deemed as a binding offer by us or the relevant third party, but may constitute an invitation for you to place an order. In respect of contracts for our or any third party's products and services which are made available as part of the Service, these shall be deemed concluded when we or the relevant third party have accepted your order for the same or have provided you with the product or service pursuant to your order.

Content that is considered obscene under Indian law, is strictly forbidden on the KINGFISHER World site, and users are prohibited from posting any material of an obscene nature on the KINGFISHER World site. Although UB exercises due diligence to ensure that any obscene content posted by users in violation of the TOS is promptly removed, users may sometimes come across user-posted obscene content that we have not yet discovered. Users shall make best endeavors to make UB aware of such obscene/objectionable content that they come across while using the service.

KINGFISHER World may have links to certain applications like flickr, youtube, orkut, facebook, upcoming or any other sites which carry user generated content and social network capabilities which are U.S. products governed by U.S. laws or other non-Indian products / countries and their respective laws. By accessing or using any of those applications you agree to the providers U.S. / non-Indian Terms of Service and Privacy Policy which are subject to U.S. laws / non-Indian states.

(3) YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to:

(a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and

(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, UB has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, UB has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) without any liability to you. We are concerned about the safety and privacy of all our users, particularly children. However, please remember that the Service is designed to appeal to a broad audience. Accordingly, if you are a parent or legal guardian, it is your responsibility to determine whether any of the Services and/or Content (as defined in Section 6 below) are appropriate for your child. Similarly, if you are a child, please consult with your parent or legal guardian as to whether any of the Services and/or Content is appropriate for you.

Notwithstanding the foregoing, we may provide you with access to some parts of the Service without you registering as a user. In that case, your identification is based on other means of identification that we deem appropriate. In appropriate cases, identification may be based on data identifying your mobile telephone or communications subscription number provided by your network operator. You agree that such information may be collected and disclosed to us and used in accordance with the TOS.

(4) KINGFISHER World PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy which is incorporated by reference into and made a part of this TOS. By giving or making available the Registration Data and such other information about yourself to us, you agree and acknowledge that we may use or release such information to third parties as specified in the Privacy Policy, and that you give consent to such use or disclosure. For more information, please see our full privacy policy at http://kingfisherworld.com/privacy/KWorld_privacy.pdf. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by UB and its affiliates.

(5) iKING MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the iKING registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify KINGFISHER World of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. UB cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

(6) MEMBER and SOCIAL NETWORK SITES CONDUCT

You understand and acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not UB, are entirely responsible for all Content that you upload, post, email, link to or otherwise transmit via the Service. UB does not control the Content posted via the Service and, as such, cannot and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will we or our licensors, suppliers, vendors, parent, holding, subsidiary or related companies, affiliates, officers, agents or employees, as the case may be, be liable in any way for any Content, including, but not limited to, any exposure to offensive, indecent or objectionable Content, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service.

You agree to not use the Service to:

- a.** upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or contrary to public interest, public order or national harmony in all relevant jurisdictions;
- b.** harm minors in any way;
- c.** impersonate, or falsely state or otherwise misrepresent your affiliation with, any person or entity, including, but not limited to, a UB official, forum leader, guide or host;
- d.** forge headers or otherwise manipulate identifying information in order to disguise and/or with the effect of disguising the origin of any Content transmitted through the Service;
- e.** upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f.** upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g.** upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as, but not limited to, shopping rooms) that are designated for such purpose;

h. upload, post, email or otherwise make available or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges or to utilize the service on an "AS-IS" basis as provided by us;

j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the Indian securities, exchange control and other regulatory authorities , any rules of any Indian securities exchange and any regulations having the force of law;

l. "stalk" or otherwise harass another;

m. commit any fraudulent or unlawful act, whether in relation to any third party provider of products and services on the Service or otherwise

n. collect or store personal data about any other users in connection with the prohibited conduct and activities set forth in paragraphs a. through m above.

You acknowledge that UB cannot and does not pre-screen Content, but that UB and its designees shall have the right (but not the obligation) in our sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, UB and its designees shall have the right to remove any Content that we believe in good faith violates the TOS or that has been alleged to infringe any intellectual property or that is otherwise objectionable in our sole opinion, without being liable to you in any way for any loss or damage arising from such removal. You agree that you will evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by UB or submitted to KINGFISHER World, including without limitation information in KINGFISHER World communities, KINGFISHER World posts, KINGFISHER World Groups, and in all other parts of the Service.

You acknowledge and agree that UB may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

(a) comply with legal process;

(b) enforce the TOS;

(c) respond to claims that any Content violates the rights of third-parties;

(d) respond to your requests for customer service; or

(e) protect the rights, property, or personal safety of KINGFISHER World, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve

(a) transmissions over various networks; and

(b) changes to conform and adapt to technical requirements of connecting networks or devices

Where any part of the Service involves or is provided by us in conjunction with a third party, you agree to comply with any notices, instructions or directives given by such third party in relation to such part of the Service, including your access to or use thereof.

(7) INTERSTATE NATURE OF COMMUNICATIONS ON UB! NETWORK

When you register with KINGFISHER World, you acknowledge that in using KINGFISHER World services to send electronic communications (including but not limited to email, search queries, sending messages to social network sites, uploading photos and files to KINGFISHER World and 3rd party social network sites, and other Internet activities), you will be causing communications which may be located abroad. As a result, and also as a result of KINGFISHER World's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that use of the service results in interstate data transmissions.

KINGFISHER World services, including any other web-based application, will allow you and the people with whom you communicate to save your conversations in your iKING accounts located on UB servers or other 3rd party Social Network Sites hosted on their respective servers. This means you can access and search your message history from any computer with access to the internet. Whether or not you use this feature, other users may choose to use it to save conversations with you in their account on KINGFISHER World too. Your agreement to this TOS constitutes your consent to allow UB to store these communications on its servers. From time to time KINGFISHER World will send you notices through the iKING's Services to let you know about important changes to KINGFISHER World or related Services. Such messages may not be received if you violate this TOS by accessing the Service in an unauthorized manner. Your

agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

(8) SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all applicable laws, statutes, regulations, rules and codes regarding online conduct and acceptable Content and use of relevant Channels.

(9) CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

UB does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant UB the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- With respect to Content you submit or make available for inclusion on publicly accessible areas of KINGFISHER World, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific KINGFISHER World to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or UB removes such Content from the Service.
- With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than KINGFISHER World Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or UB removes such Content from the Service.
- With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than KINGFISHER World Groups, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

(10) CONTRIBUTIONS TO KINGFISHER World

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to KINGFISHER World through its suggestion or feedback web pages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) KINGFISHER World is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) UB shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) UB may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of UB without any obligation of UB to you; and (f) you are not entitled to any compensation or reimbursement of any kind from UB under any circumstances.

(11) INDEMNITY

You agree to indemnify and hold UB, and our licensors, suppliers, vendors, parent, subsidiaries

and related companies, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post to or transmit or make available through the Service, your use of the Service, your connection to the Service, your use of any Channels, your violation of the TOS, or your violation of any rights of any other person, or your breach of any applicable law.

(12) NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service

(13) GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that UB may, in its sole discretion, establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages or any other messages that may be sent from or received by an account on the Service or transmitted through the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on UB's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. In particular, but without limiting the foregoing, by using the Service, you consent to our adoption of the practices, set forth in <http://kingfisherworld.com/privavcy> in relation to your use of the Service. You agree that UB has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that UB reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that UB reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. You further acknowledge that we reserve the right to modify these general practices and limits at any time, in our sole discretion, with or without notice, and you agree that your continued use of the Service after such modification will constitute your acceptance of and agreement to be bound by the modified general practices and limits.

(14) MODIFICATIONS TO SERVICE

UB reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice, for any reason whatsoever, whether generally or limited to you only. You agree that UB shall not be liable in any way to you or to any third party for any modification, suspension or discontinuance of the Service.

(15) TERMINATION

You agree that UB, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if UB, in its sole opinion, believes that you have violated or acted inconsistently with the letter or spirit of the TOS or that you are a repeat infringer of intellectual property rights. UB may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice, whether for selected or all Channels. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that UB may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that UB shall not be liable to you or any third-party for any termination of your access to the Service.

(16) DEALINGS WITH THIRD PARTIES

The Service may also include access to products and services of independent third parties either directly or via links to sites operated by such third parties. Where these products and services of third parties form part of the Service, we will endeavour, but are not obliged to, indicate that these products and services are provided by third parties. In all cases, your correspondence or business dealings with, or participation in promotions of, other parties found on or through the Service (including without limitation providers of products and services, advertisers and other users of the Service), including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party, even where it is in relation to any products or services that are co-branded with us which may include our trademarks. You agree that we shall not be responsible or liable in any way for any loss or damage of any sort incurred as the result of any such dealings with any third parties, as the result of the presence of such third parties on the Service, or as the result of the use of the Service in any way by such third parties.

(17) LINKS

The Service may provide, or third parties may provide, links to other World Wide Web or other online electronic sites or resources. You acknowledge that UB has no control over such sites and resources, you acknowledge and agree that UB is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that UB shall not be responsible or liable, in any manner whatsoever, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

(18) UB's PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected

by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by us or advertisers, you agree not to modify, adapt, rent, lease, loan, sell, distribute or create derivative works based on the Service, the Software or the Content (excluding Content owned by you), in whole or in part.

UB grants you a personal, non-transferable and non-exclusive right and license to use the object code of our Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by UB for use in accessing the Service.

(19) DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

a. Your accessing or use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. We and our licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents and employees expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

b. UB and its licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents and employees make no warranty that

(i) The service will meet your requirements,

(ii) The service will be uninterrupted, timely, secure, or error-free,

(iii) The service will be accessible at any time or at all times via the channel selected or used by you,

(iv) The information, content or advertisements (collectively, the "materials") contained on, distributed through, or linked, downloaded or accessed from or through the service, or the results that may be obtained from the use of the service, will be accurate or reliable,

(v) The quality of any products, services, information, or other items displayed, purchased or obtained by you through or in connection with the service ("the products") will meet your expectations

(vi) Any errors in the software will be corrected.

c. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system, mobile telephone or other access device or loss of data that results from the

download of any such material.

d. Any reliance upon or use of any materials shall be at your own discretion and risk. We reserve the right, in our sole discretion and without any obligation, to make any improvements to or correct any error or omissions in any part of the service or materials. The materials are provided or made available by us on an “AS-IS” basis and we expressly disclaim any and all warranties of merchantability and fitness for a particular purpose, with respect to any of the materials or the products.

e. No advice or information, whether oral or written, obtained by you from UB or its licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents and employees or through or from the service shall create any warranty not expressly stated in the TOS.

(20) LIMITATION OF LIABILITY

You expressly understand and agree that we and our licensors, suppliers, vendors, parent, holding, subsidiary and related companies, affiliates, officers, agents and employees shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we or our licensors, suppliers, vendors, parent, holding, subsidiary or related company, affiliate, officer, agent or employee, as the case may be, have been advised of the possibility of such damages), resulting from:

- (i)** The service, the materials and the products;
- (ii)** The use or the inability to use the service;
- (iii)** The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- (iv)** Unauthorized access to or alteration of your transmissions or data;
- (v)** Statements or conduct of any third party on the service;
- (vi)** Any goods or services disposed of or messages sent or received using the service; or
- (vii)** Any other matter relating to the service, the materials or the products.

(21) EXCLUSIONS AND LIMITATIONS

You acknowledge that the disclaimers and exclusions of liability set forth in sections 17 and 18 represent a fair and reasonable allocation of the risks and benefits of the agreement between you and us, taking all relevant factors into consideration, including without limitation the value of the consideration provided by you to us and the availability and costs of insurance with respect to the said risks. You further agree that these disclaimers and limitations shall be enforceable to the fullest extent permitted by applicable law.

(22) SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 19 and 20 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. KINGFISHER World and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

(23) NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

(24) NOTICE

Notices to you may be made via either email or regular mail. The service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the service. You agree that such notices by email or regular mail, and such display of notices or links to notices to you generally on the Service, will constitute sufficient and adequate notice to you of the matters contained therein.

(25) TRADEMARK INFORMATION

The KINGFISHER bird, KINGFISHER logo, KINGFISHER World and its logo, UB logo, Face of KINGFISHER, KINGFISHER FM, iKING, The Great Indian October Fest and its logo, Fly KINGFISHER and its logo, KINGFISHER Metal Fest, KINGFISHER Bangalore Rocks, KINGFISHER Kerala Rocks, Voice of Goa, KINGFISHER Premium and its logo, KINGFISHER – King of Good Times, KINGFISHER – Fly the Good Times, UB Ltd, King of Good Times TV, all other web trademarks and service marks and other UB logos and product and service names are trademarks of UB Group inc. (the "UB marks"). Without UB's prior permission, you agree not to display or use in any manner the UB marks.

(26) NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

UB respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide UB's Copyright Agent the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest

- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

UB's Copyright Agent for Notice of claims of copyright infringement can be reached as follows:

By mail:

UB Ltd.

Attn.: Online Copyright Agent

UB Anchorage, 100/1, 3rd floor

Richmond Road

Bangalore – 560 025

India

By e-mail: copyright@kingfisherworld.com

(27) RIGHTS OF THIRD PARTIES

You acknowledge that our licensors, suppliers, vendors, parent, holding, subsidiary and related companies, all affiliates, and our officers, agents and employees, are, where applicable, intended to be third party beneficiaries of Sections 6, 9, 17, 18 and 19. You also acknowledge that our co-branders and other partners are intended to be third party beneficiaries of Section 9. You agree that our licensors, suppliers, vendors, our parent, holding, subsidiary and related companies, all affiliates, our officers, agents and employees, and our co-branders and other partners may each enforce, severally and in its own right, the provisions of Sections 6, 9, 17, 18 and 19 as applicable, to the extent and in the manner set out or envisaged in the foregoing but to no further extent and in no other manner.

(28) GENERAL INFORMATION

Entire Agreement. The TOS constitute the entire agreement between you and UB and govern your use of the Service, superseding any prior understandings and agreements between you and us and any previous statements or representations from either party to the other party. The TOS do not apply to any affiliate services, third-party content or third-party software that does not or cannot reasonably be deemed to form part of the Service which may be provided to you by our licensors, suppliers, vendors, parent, holding, subsidiary or related companies, other affiliates or other third parties, which may be subject to additional terms and conditions imposed by that party. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

Governing Law and Jurisdiction. The TOS and the relationship between you and UB shall be

governed by the laws of the Republic of India without regard to its conflict of law provisions. You and UB agree to submit to the personal and exclusive jurisdiction of the courts located at Bangalore, India.

Waiver and Severability of Terms. The failure of UB to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your iKING account is non-transferable and any rights to your iKING ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

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 use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

(29) VIOLATIONS

Please report any violations of the TOS to tos@kingfisherworld.com.