

Terms and Condition OF 'CX ASSURANCE PORTAL'

About the Portal:

TCS CX Assurance Portal, <https://cxassurance.tcs.com> (the "Portal") is a Portal which You can access to request services for conducting testing or assessment of Your web and/or mobile applications for parameters such as performance, security, usability, accessibility and browser compatibility. You can request quote and accept/reject the quote provided for the requested service(s) on or through the Portal. The reports for the agreed services are provided through the Portal's digital dashboard features accessible through Your account login.

This is a legal agreement between (a) the organization of which you are a duly authorized representative ("You" or "Your") and (b) TATA Consultancy Services Limited ("TCS") that governs Your use of the Portal and/or the services provided through it.

BY CLICKING AND/OR CHECKING AN "I AGREE" OR ANY SIMILAR BUTTON OR CHECK BOX PRESENTED WITH THESE TERMS AT THE TIME OF REQUESTING SERVICES OR BY TAKING ANY STEP TO ACCESS, REGISTER AND/OR USE THE PORTAL, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW IN ADDITION TO THE TERMS AND CONDITIONS ON WWW.TCS.COM (INCLUDING LEGAL DISCLAIMER (<https://www.tcs.com/legal-disclaimer>) AND THE PRIVACY POLICY (<https://www.tcs.com/privacy-policy>) WHICH ARE INCORPORATED HEREIN BY REFERENCE). IF YOU DO NOT AGREE TO THE SAME, DO NOT ACCESS/USE THE PORTAL. TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE TERMS AND CONDITIONS ON WWW.TCS.COM.

YOU REPRESENT THAT YOU ARE OF THE LEGAL AGE OF MAJORITY IN YOUR STATE, PROVINCE JURISDICTION OF RESIDENCE AND AT LEAST 18 YEARS OR MORE OF AGE. IF YOU ARE ACCESSING AND/OR USING THIS PORTAL AND SERVICES PROVIDED THROUGH IT ON BEHALF OF AN ORGANISATION, YOU ARE AGREEING TO THESE TERMS ON BEHALF OF ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND YOUR ORGANIZATION TO THESE TERMS. IF YOU ARE NOT AUTHORIZED BY YOUR ORGANIZATION OR IF YOU DO NOT ACCEPT THE TERMS, DO NOT USE THE PORTAL.

This is a legal agreement between (a) You and (b) TATA Consultancy Services Limited ("TCS") that governs Your use of the Portal and/or the services provided through it.

Registration, Authentication and Acceptance:

In general, You can visit the Portal without telling us who you are or revealing any information about Yourself, however, if You intend to avail any services, You will have to register Yourself as an user. You acknowledge and agree that the for registration on the Portal we may need information from You, such as Your name, designation/role, organization name, official address, official email id, office phone number, etc. ("Personal Data") to send You invitation to enable registration and/or user authentication for registering on the Portal and use the services / content. You will be contacted by TCS to facilitate registration and activation of Your account. You agree and consent to use of Your Personal Data by TCS for the purpose or otherwise contacting You and identifying You as a customer. Our web servers collect the IP addresses of visitors and users ID. Personal Data (as hereinafter defined) You provide shall not be retained for longer than it is required for the purposes for which the information may lawfully be used or is otherwise required under any law for the time being in force. If You are not authorized to use the Portal or use of the Portal terminated by TCS, to use the Portal, You shall refrain Your use of the Portal immediately and any further use thereafter shall be considered as breach of these Terms and Conditions and TCS shall in its all rights will take legal actions against You to protect its interest.

After successful registration on the Portal and then login in the Portal, You can raise a service request for testing Your web and/or mobile applications. Based on Your inputs in the service request TCS shall provide the quote to You through the Portal in the 'Accept Quote' link which shall be at the Your discretion to accept or reject. If You accept the quote, You and TCS (or any of its affiliate) will need to enter into a definitive agreement for services requested by You for assurance testing Your web and/or mobile applications. TCS will perform the services using TCS CX Assurance Platform. The reports for the agreed services will be provided through the Portal's digital dashboard features accessible through Your account login.

Access Permission:

You acknowledge and agree that to enable effective use of the Portal and for TCS to provide the services, You grant TCS and its Related Parties (as hereinafter defined) right and license to access Your web and/or mobile applications as identified by You in your service request on the Portal, so as to provide the requested services. You acknowledge and agree that in order to provide the quote or the services TCS may require to install the application on TCS operated servers and/or devices for software administration to test it. TCS will uninstall such applications post completion and/or acceptance (where applicable) of the services, unless the same is required by law or as record for any services performed under an agreement such as screenshots of the application as a proof of test artifact.

Disclaimer and Limitation of Liability:

The Portal and its services/content/reports/Materials is provided on and "AS IS" and "AS AVAILABLE" basis. TCS and any other parties involved in the creation, production or delivery of the Portal and its services / content / reports / Materials, expressly disclaim any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, availability, title, merchantability, non-infringement, fitness for a particular purpose, or that the Portal and its services / content will meet Your requirement, or will be uninterrupted, timely, secure, accurate, complete, virus-free or error-free. You acknowledge and agree that Your decision to use any information, services or products made available by or through this Portal or to take any action or refrain from taking any action as a result of Your use of this Portal and its services/content will be Your discretion and decision alone, based solely on Your own evaluation. In no event shall TCS or any of its affiliates, subsidiaries, licensors, suppliers, service providers, partners and their respective employees, officers, directors, and agents ("Related Parties") be liable for any direct, special, consequential, incidental or indirect damages whatsoever arising out of the access and use of or inability to use, reliance on, the Portal and its services /content / reports / Materials, and arising from third party's access to personal information input in or through the Portal, even if TCS is aware of the possibility of such losses, damages and known defects.

Your Representations and Warranties; Indemnity:

You makes the following representations and warranties:

- (a) You have good and sufficient title in the web and/or mobile applications for which You have raised a service request and in every part thereof to enable You to enter into this agreement and grant the rights and licenses as provided herein to TCS;
- (b) All rights in or to the web and/or mobile applications, documentation or any other material or information furnished or provided by You in the performance of this agreement are proprietary to You or used under appropriate license with appropriate authority;
- (c) You have obtained any and all third party licenses and consents (including the right to sub-license the same to TCS) necessary to enable TCS to use third party software comprised within the web and/or mobile applications or third party documentation or materials furnished without additional licenses or permission to be taken by TCS from any such third party;
- (d) The web and/or mobile applications or any other material or information furnished or provided by You will not infringe or misappropriate the patent, copyright, trademark, trade secret or other intellectual property rights or proprietary rights of any third party;
- (e) You shall not use or permit to be used the reports provided for any illegal or unlawful purpose;
- (f) The execution, delivery and performance of this agreement of use by it does not and will not conflict with, or constitute a breach or default under, its charter documents or any agreement, contract, commitment or instrument to which it is a party;
- (g) The web and/or mobile applications has been produced and distributed with strict procedures and best industry practices to protect them against viruses, malware, Trojans or other malicious code ("Virus"). If TCS identifies that a virus exists in the web and/or mobile applications, TCS may notify You and upon such notification You shall remove the virus from the Web and/or mobile applications or supply without charge a copy of the web and/or mobile applications containing no Virus. You further warrants that it shall not introduce any malicious code or bugs or worms or Trojan horse or malware or such other code or disabling code into the web and/or mobile applications or into the network or system of the TCS or Related Parties. You understand that TCS will not be able to provide any services for such Virus infected applications ;

(h) There is no action or proceeding pending or, in so far as it is known or ought to be known, threatened in writing against You before any court, administrative agency or other tribunal that could impact upon its right, power and authority to enter into this agreement, to grant the rights and licenses granted by You to TCS, or to otherwise carry out its obligations hereunder; or might have a material adverse effect on Your business or condition, financial or otherwise that would materially impact a Your ability to perform under this agreement.

You shall at all times defend, hold harmless and indemnify TCS and its Related Parties against claims, actions, demand or proceedings ("Claim"), brought against TCS where such Claim (a) is brought for infringement or misappropriation of the intellectual property rights of a third party giving rise to the Claim for exercise of rights and licenses granted to TCS and its Related Parties hereunder or (b) alleges that TCS' or its Related Parties use of the web and/or mobile applications in accordance with these terms and conditions constitutes infringement or misappropriation of a patent, copyright, trade secret or any other intellectual property right. In respect to such Claims, You will pay losses, damages, expenses and costs (including without limitation court costs, legal expenses and reasonable attorney fees) incurred by r awarded against TCS.

Intellectual Property Rights:

TCS is the sole and exclusive owner of the Portal. All intellectual property rights in the Portal and its services / content / Materials, including but not limited to copyright, trademarks, patents, trade secrets and design of the Portal and its services / content is owned by TCS and/or its licensors/TP Content providers. You agree that You shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Portal and its service / content / reports / Materials. Any use of the Portal and its services / contents / reports / Materials, including copying, publishing, distributing, downloading, transmitting, storing, archiving whether in whole or part, other than for permitted use is prohibited without the express consent of TCS. You are prohibited from copying, modifying, transmitting, distributing, selling, displaying, communicating, publishing, posting, creating derivative works of, licensing or reproducing or in any way exploit any content / reports / Materials including text, images, graphics, user and visual interfaces, trademarks, logo, computer code, documentation and other content, opinions, analysis, statistics, reports, information or photographs or Materials made available through or on this Portal without written permission from TCS or by the owners of that content. Any comments, suggestions, improvements or other communications from You to TCS regarding the Portal and its services / contents / reports / Materials shall become the sole property of TCS. TCS has the right to use them without any compensation or attribution whatsoever. Nothing herein will have the effect of granting any right, title or interest in the Portal and its services / content or in or any intellectual property rights therein in Your favour.

Third Party Content and Websites:

Through the use of Portal, You may access and/or purchase third party content or content services from a third party or services provided or made available by or through a third party website, the accuracy or completeness of the materials or the reliability of the website or any advice, opinion, statement, reports, analysis, statistics or other information (collectively the "TP Content") displayed or distributed or sold through it or otherwise made available or based on the TP Content or website, is not warranted by TCS. TCS is providing the TP Content, or link to the third party websites, if any, only for informational purpose only as an additional resource for convenience and does not provide an endorsement, sponsorship or recommendation to such TP Content, products, services or third party websites. You acknowledge and agree that the access to TP Content or such websites is governed by the terms and conditions of such third party and You undertake to abide by the same. All third party content which is being displayed on the Portal is labeled and made identifiable with reference to the brand guidelines prescribed by such third parties. Brand guidelines include but not limited to usage of icons of specific size, choice of colors, fonts or text labels. It may be noted that some of these labels are clear texts or sometimes symbolic based on the guidelines provided by respective third party sources. In case any TP Content causes infringement issues, violation of copyright or anything objectionable You may look up the content identifier label and accordingly coordinate with the respective content originator for the same. Listed below are the web URL for the data sources which has been used in this Portal:

You acknowledge that reliance on any TP Content, product or services made available through the use of the Portal, suitability for any contemplated use, manner of use and whether any intellectual property rights are infringed shall be at Your own discretion, evaluation, risk and consequences. The user shall take into account that TCS does not own or produce any of the data or information or content which is being used through the Portal. TCS is only aggregating and linking data from several sources through programmatic automation. In particular, TCS does not accept any liability arising out of, or in relation to, any TP Content or website, including without limitation, any allegation relating to TP Content accessed or purchased through the third party website, or that any TP Content infringes the intellectual property rights of any person. The aggrieved party should approach the respective source/entity if they wish to avail any legal remedy under the law. TCS should not be made party to such claims/litigation filed by the aggrieved party. TCS shall not be liable and takes no responsibility for non-compliance by the third party to take remedial actions as requested by You.

Notice/s:

In case of any suggestions, complaints, grievances including for any violation of rights, You may report the same to TCS through email at cxassurance.support@tcs.com. Reporting of any intellectual property or privacy violations should be accompanied by a statement stating that the claim made by You is under penalty of perjury issue, the information provided by Your notice is accurate and You have acted in lawful manner with respect to the complained matter or disputed issue. Upon receiving of the report, TCS shall evaluate the details provided details, facts and evidences to take further action if required which is appropriate in its sole discretion. You covenant to provide any further information or documents which TCS may reasonably request in order to address the reported issue/matter.

Upon receiving of the report in the format as requested above, TCS shall evaluate the details provided details, facts and evidences to take further action if required which is appropriate in its sole discretion. You covenant to provide any further information or documents which TCS may reasonably request in order to address the reported issue/matter.

In particular, TCS does not accept any liability arising out of, or in relation to, any TP Content or website, including without limitation, any allegation relating to TP Content accessed or displayed or posted on or through the Portal, or that any TP Content infringes the intellectual property rights of any person. The aggrieved party should approach the respective source if they wish to avail any legal remedy under the law. TCS should not be made party to such claims/litigation filed by the aggrieved party. TCS shall not be liable and takes no responsibility for non-compliance by the third party to take remedial actions as requested by You.

For Take-Down Notices relating to Storage of Transient or Incidental Copies of Work Under Indian Copyright Act and Rules:

Under the Indian Copyright Rules, 2013 (Rule 75), TCS will accept the notice in writing under section 52(1)(c) in the format as prescribed in Rule 75 sub rule 2. On receipt of the written complaint, TCS if satisfied with the details provided in the complaint shall take measures to refrain from facilitating access for a period of twenty-one days or till TCS receives an order from the competent court refraining the access, whichever is earlier. In the event no such order is received before the expiry of twenty-one days, TCS may restore access to such content or matter.

Changes:

TCS reserves the right to withdraw, amend, suspend or terminate the Portal and/or service / content / Materials or any part thereof provided on or through the Portal without notice. TCS aims to update the Portal regularly and may change, alter, modify or delete the content and/or its features or services or any part thereof at any time, at its sole discretion and the same shall be binding on You. TCS may change the Terms of Use from time to time without notice which become effective as soon as they are posted on this page. It is your responsibility to check for updates and Your continued use of the Portal after the posting of these changes shall mean Your acceptance of such changes.

Termination:

The license granted herein is effective until terminated or rejected. TCS shall at its sole discretion be entitled at any time without any notice withdraw access and/or terminate any permission(s) or license granted to You. If You breach the provisions of the this agreement or violate any law, rule or regulation of India or any other country, Your access and use of the Portal is automatically terminated and any subsequent access and use is unauthorized. TCS shall have the right, but without any obligation, to restrict access to and/or immediately remove or block any and all contents uploaded by the user that violates these terms and conditions or is non-compliant in TCS' sole discretion and TCS shall have the right to take appropriate measures available to it under the applicable law. TCS and all its Related Parties described hereinabove stand indemnified by You from and against all liabilities, costs or consequences arising out of proceedings or matters arising thereto resulting from Your access and use of the Portal and its services / content and/or breach of these terms and conditions specified herein. On termination,

You must destroy any content/Materials downloaded immediately and on request provide TCS with the declaration of destruction of such contents that have been used/accessed before the termination of these terms and conditions.

Personal Information:

Personal information, if any, collected through the Portal will be processed in accordance with the Privacy Policy available at <https://www.tcs.com/privacy-policy>. By using this Portal, You consent to the Privacy Policy available at <https://www.tcs.com/privacy-policy>. You represent that You are entitled to transfer the relevant personal data to TCS so that TCS and its Related Parties may lawfully use, disclose, process and transfer the personal data in accordance with this agreement and the Privacy Policy. You shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer in accordance with this agreement and Privacy Policy. By accessing or using the Portal and its services / content, You expressly consent and agree that TCS shall have the right, but no obligation, to monitor Your access and use of the Portal, delete, use any communication, views, opinion, comments, ideas, documents, content etc expressed/input/uploaded by You on or through the Portal, without any further permissions or approval from You, and covenant that this will not violate Your privacy rights. You agree to assist TCS in relation to any investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access and use of the Portal and its services / content.

Interactive Services:

If at any time this Portal may provide You with features enabling You to give Your input including but not limited to by way of feedbacks, chat rooms, blogs, message board facilities, etc. ("Interactive Services"), TCS may, but is not obligated to, monitor and/or moderate any Interactive Service provide on or through our Portal. Please be careful about what information, including personal information, You disclose in this way. TCS and its Related Parties shall not be responsible for use of personal information by any third party which You may make available in this way. Additional terms may apply to such Interactive Services. Where additional terms apply to an Interactive Service, these will be accessible for You to read either within, or through the use of, that Interactive Service. Where such Interactive Services are provided by or through a third party website/service, You agree to abide by the terms and conditions of such third party website.

Such Interactive Services are provided on 'AS IS' and 'AS AVAILABLE' basis and only on select mobile operating system(s) / Portal(s) and versions thereof. You represent, warrant and covenant that You will not upload, post, transmit, distribute, or otherwise publish through this Portal or any Interactive Service provided hereunder any materials / content which, are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, or indecent; constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law; violate, plagiarize or infringe the rights of any third party including, without limitation copyright, trademark, patent, rights of privacy or publicity, or any other right of any third party; contain a virus or other harmful or potentially harmful component; contain any information advertising of any kind; constitute or contain false or misleading indications of origin or statements of fact; or restrict or inhibit any other user from using and enjoying the Portal and/or its services or content. TCS expressly excludes our liability for any loss or damage arising from the use of any Interactive Service by You or any other person in contravention of these Terms, whether the service is moderated or not.

Force Majeure:

Neither party shall be in breach of this terms of use nor liable for delay in performing, or failure to perform, any of its obligations under this terms of use if such delay or failure result from force majeure or events, circumstances or causes beyond its reasonable control.

Applicable Law:

These Terms of Use shall, without reference to conflict of law rules, be governed by and construed in accordance with the laws of India. Notwithstanding anything contrary, TCS may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of intellectual property or other proprietary rights of TCS, it affiliates and/or their respective licensors. The parties hereby agree that the United Nations Convention for the International Sale of Goods shall not apply to this terms of use or any services provided by or through the Portal.

Dispute Resolution:

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be resolved by mutual discussions within thirty (30) days of notification of the dispute. Unresolved disputes, if any, shall be settled by arbitration in accordance with commercial arbitration rules of the International Chamber of Commerce (ICC). Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Claims shall be heard by a panel of three arbitrators. Within thirty (30) days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected arbitrators shall select a third arbitrator within thirty (30) days of their appointment. If the arbitrators selected by each Party are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the ICC. The place of arbitration shall be New Delhi, India and the language of arbitration shall be English. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing Party's actual damages. Neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both the Parties. In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing these Terms of use.

Entire Agreement:

These terms and conditions along with terms and conditions on www.tcs.com (including Legal Disclaimer and the Privacy Policy which are incorporated herein by reference) form a legally binding terms of use between You and TCS and form the entire agreement between You and TCS regarding access and use of the Portal and its services / content / Materials and supersede any prior or contemporaneous, conflicting or additional understandings or terms of uses or communications (written or oral). If there is any contradiction between these terms and any terms on www.tcs.com at Legal Disclaimer (<https://www.tcs.com/legal-disclaimer>) or Privacy Policy (<https://www.tcs.com/privacy-policy>) in relation to a service, then the additional terms shall take precedence in relation to that service.

Waiver:

Failure to exercise or delay in exercising any right or remedy under this agreement or law by TCS will not constitute a waiver of rights or remedy nor shall it prevent exercising that right or remedy in whole or in part in future.

Severability:

If any provision of this agreement or part thereof is held by any court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain unaffected and shall remain in force.

Headings:

The clause headings are for the purposes of convenience/ease of reference and are not to be used in interpretation of these Terms.

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