

TargetingMantra Terms of Service

Last Updated – August 15th, 2013

TargetingMantra allows its customers, to provide personalization widgets to their users (collectively, the “TargetingMantra Service”). The TargetingMantra Website & Service is owned and operated by Insightful Labs Pvt. Ltd. (“Insightful Labs”, “we” or “us”).

Your use of the Website and the TargetingMantra Service is subject to the terms and conditions set forth in these Terms of Service (the “Terms of Service”).

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR WEBSITE OR THE TARGETINGMANTRA SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND TO ALL THE TERMS OF SERVICE WITHOUT MODIFICATION, CONDITIONS, OR NOTICES. IF YOU DO NOT AGREE TO THESE TERMS, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE WEBSITE OR THE TARGETINGMANTRA SERVICE.

This policy does not apply to the practices of companies and websites not under the control of TargetingMantra or to individuals that TargetingMantra does not employ or manage.

Fees & Services: TargetingMantra offers a range of services and a free trial. At the end of free trial you agree to either pay applicable fees at that time or discontinue using TargetingMantra. Subscriptions are available on either monthly or annual pre-paid, non-refundable contracts. All contracts will automatically renew for the same term using the payment method on file unless the client changes or discontinues the service. All service upgrades are effective immediately, while downgrades are effective as of the next renewal date. TargetingMantra may change its fee structure and/or provide an upgrade service at any time with notice, in which case new rates will be in effect as of the next renewal period.

Member Responsibilities: To register for the Service, you must complete the registration process by providing TargetingMantra with current, complete and accurate information as required by the registration form. You are solely responsible for any use and all activities that occur under your account. You are responsible for safeguarding the confidentiality of your password(s) and user name(s) issued to you by TargetingMantra and for any use or misuse of your account resulting from any third-party using a password or user name issued to you by TargetingMantra. You agree to immediately notify TargetingMantra of any unauthorized use of your account or any other breach of security known to you. You agree to let TargetingMantra use your organization's logo in its customer list and at other places on its website (including but not limited to www.targetingmantra.com).

Indemnification: You agree to indemnify, hold harmless and defend TargetingMantra, its contractors, its licensors, and their respective directors, officers, employees and agents, at your

expense, from and against any and all third-party claims, actions, proceedings, and suits and expenses, including attorneys' fees, arising from your use of the TargetingMantra Tools, the Service, and the website, including but not limited to your violation of this Agreement.

Third Parties: If you allow a third party access to the Service through your account, you shall ensure that said third party is bound by and abides by the terms of this Agreement. All provisions in this Agreement, including but not limited to warranty disclaimers, indemnity, limitations of liability, and proprietary rights, are applicable to the Third Party.

Disclaimer or Warranties: The TargetingMantra Service is provided 'as is'. The TargetingMantra and its contractors hereby disclaim all warranties of any kind, expressed or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement. Neither The TargetingMantra nor its contractors makes any warranty that the Client, Service, or website will be error free, free of viruses or other harmful components, or that access thereto will be continuous or uninterrupted. You understand that the use of The TargetingMantra Service, and the website is at your own discretion and risk.

Limitation Of Liability: Insightful Labs Pvt. Ltd. will not be liable to you or any third-party claimant for any indirect, special, punitive, consequential (including, without limitation, lost profits or lost data collected through the service and/or use of TargetingMantra), or incidental damages, whether based on a claim or action of contract, warranty, negligence, strict liability, or other tort, breach of any statutory duty, indemnity or contribution, or otherwise, even if possible client, the has been advised of the possibility of such damages. The exclusion contained in this paragraph shall apply regardless of the failure of the exclusive remedy provided in the following paragraph. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the limitations or exclusions in this and the foregoing paragraph may not apply to you.

Insightful Labs Pvt. Ltd.'s and its contractors' total cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed \$1.

Service Levels: TargetingMantra does not guarantee the Service will be operable at all times or during any down time, including but not limited to Internet Service Provider outages, equipment failures, scheduled maintenance, or force majeure.

Proprietary Rights Notice: The Service, which includes but is not limited to all intellectually property rights in the Service, will always be the property of TargetingMantra. You may use the TargetingMantra Service subject to acceptance of these Terms of Service

You will not, nor will you, allow any third party to reverse engineer and/or create derivatives of the TargetingMantra, using any method possible.

You will not, nor will you, allow any third party to modify the TargetingMantra in any way.

You will use the TargetingMantra Service solely for your commercial use and will not make the TargetingMantra available for any type of external service such as, but not limited to, an application service provider.

Termination: The TargetingMantra Team may terminate the Service and/or website access at any time and for any reason without notice. If you wish to terminate this Agreement or your service, you may simply stop using the Service or stop accessing the website. However, although this agreement may terminate between the TargetingMantra Team and you, some provisions of this Agreement shall still be in effect, including, without limitation, warranty disclaimers, indemnity, limitations of liability, and proprietary rights.

Modifications: The TargetingMantra Team reserves the right, at its sole discretion, to modify or replace any part of these terms. It is your responsibility to check these Terms of Service periodically for changes. Your continued use of the TargetingMantra Service or access to the TargetingMantra website following the changes in these Terms constitutes acceptance of those changes.

Miscellaneous: TargetingMantra shall be excused from performance hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. This Terms of Service Agreement represents the complete agreement between you and TargetingMantra concerning its subject matter and supersedes all prior agreements and representations between the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Terms of Service Agreement shall continue in full force and effect. This Terms of Service Agreement shall be governed by and construed under the laws of the state of India without reference to its conflict of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Indian law, rules, and regulations, Indian law, rules, and regulations shall prevail and govern. Each party agrees to submit to the exclusive and personal jurisdiction of the courts located in New Delhi, India. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. A waiver of any default is not a waiver of any subsequent default. You may not assign or otherwise transfer any of your rights hereunder without TargetingMantra's prior written consent and any such attempt is void. The relationship between TargetingMantra and you is not one of a legal partnership relationship, but is one of independent contractors. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and assigns of the parties hereto.