Terms of Use:

These Terms of Use/ Service (**"TOS"**) is a legal contract between HP India Sales Private Limited (**"Company"**) and the entity or person (**"Customer"/ "You"/ "Your/ Customer"**) who accesses or uses the website, Creator's Garage (**"Creator's Garage"/ "Website"/ "HP Dreams Unlocked"**), or any services provided in connection with the Website ("**Services**").

These TOS constitutes an electronic record in accordance with the provisions of the Information Technology Act, 2000 and Rules , as amended from time to time.

Your use/access/browsing of the Website/ Services through any means or your registration on the Website (with or without payment/with or without subscription) through any means shall signify Your acceptance of these TOS and Your agreement to be legally bound by the same.

If you do not agree with the TOS or Privacy Policy, which is deemed incorporated in the TOS and forms part of the TOS, please do not use the Website or avail the Services.

Certain provisions of these TOS may be superseded by expressly designated legal notices or terms located on pages of the Website and, in such circumstances, the expressly designated legal notice or term shall be deemed to be incorporated into these TOS and to supersede the provision(s) of these TOs to the extent that are designated as being superseded.

User Submission:

Content submitted by users is referred to in these TOS as "User Submission." By submitting your story, You confirm that the story related to your own experience and is true and accurate to the best of your knowledge. If you are submitting a story on behalf of someone else, You must not do so unless you have the absolute right to do so. You confirm that the story is true and accurate to the best of your knowledge. You are solely responsible for your own User Submissions and the consequences of posting or publishing them. You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to your User Submissions (and all content included therein), including the right to authorize the Company to use the User Submissions in the manner contemplated by the Service and these TOS. The Content submitted by You shall: (i) not violative of any law (ii) not abusive, invasive / violative of another's rights (iii) incite violence or disturb maintenance of public order, not affect sovereignty & integrity of India, threaten, endanger or jeopardise the security of India or be detrimental to India's friendly relations with foreign countries etc. If Your User Submission contains any Personal Data relating to another individual, You confirm that You are lawfully entitled to provide such Personal Data and have obtained the necessary permissions and consents required under applicable laws. To the extent the User Submission contains Personal Data, HP will process such Personal Data in accordance with HP's Privacy Statement.

You hereby grant to the Company an exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any User Submission or any other materials or information (including, without limitation, ideas for new or improved products or services) you communicate to the Company by all means and in any media now known or hereafter developed. You also grant to the Company the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against the Company for any alleged or actual infringement or misappropriation of any proprietary right in your communications to the Company.

The Company neither endorses nor assumes any liability for the contents of any User Submission. However, the Company shall have the right at their sole discretion to remove any User Submission or other content that, in the Company's judgment, does not comply with these TOS, applicable laws and any other rules of user conduct for the Service, or is otherwise harmful, objectionable, or inaccurate. The Company is not responsible for any failure or delay in removing any such User Submission or other content. You hereby consent to such removal and waive any claim against the Company arising out of such removal of any User Submission, whether it is your own or another user's.

Link to other Websites:

This Website may contain links ("**Links**") to websites, services or resources owned, controlled or offered by third parties (non-affiliates of the Company). The Company does not control or endorse, and is not responsible for, the content, products, services, availability, security or privacy practices of any third-party website or service. Your access to and use of third-party websites and services is at your discretion and subject to applicable third party's terms, conditions and privacy policies. The Company hereby disclaims all liability for all information, materials, products or services posted, offered or that may be accessed at any of the third-party sites Links linked to this Website.

Rights of the Company:

The Company may, in its sole and absolute discretion, change these TOS from time to time. The Company will post notice of such changes on the applicable Website. If You object to any such changes, Your sole recourse shall be to cease using the Website/ Services. Continued use of the Website/ Services following notice of any such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the modified terms and conditions.

Content:

For purpose of these TOS, "**Content**" includes but is not limited to videos, audio (for example music and other sounds), audio-visual content, graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials such as white papers, worksheets, presentations, webinars, communications, webpages, brochures, software, published works, research, text, data, information, and other material that is available on the Website and can be accessed, used or downloaded from or through the Website.

In the preparation of the Website and Contents, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. The Company disclaims any responsibility for any errors and inaccuracy of the information that may be contained on the Website. Company also reserves the right and discretion to make any changes/corrections or withdraw/add the Contents/ Services at any time without notice. The Company will not be liable if, for any reason, access to all or any part of the Website or any Content is restricted or unavailable at any time. The Company does not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the Content or any other information and materials found or offered on or through the Website for any particular purpose. You acknowledge that such Content, information and materials may contain inaccuracies or errors and we expressly fully exclude liability for any such inaccuracies or errors permitted by law.

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Intellectual Property Rights:

Copyright and other intellectual property rights in the Website and all of its features and functionality including, without limitation, all information, Content, software, code, displays, graphics, design, materials, selections, arrangements, trademarks, and trade names, contained on the Website are proprietary property of the Company or its licensors ("Proprietary Information").

All trademarks and trade names displayed on the Websites or within the Content are trademarks of the Company and/or its licensors. Notwithstanding anything in these TOS, you may not use such trademarks without the prior written permission of the trademark owner.

Subject to Your compliance with the provisions of these TOS, Company hereby grants You a limited, non-exclusive permission to access and to use the Website including the Services and the Content for your personal and non-commercial use. You agree that the Content and the Proprietary Information is the sole property of the Company and is protected by the applicable laws. Except as expressly granted by these TOS, nothing on this Website shall be deemed to confer a license, assignment or any other right, interest or title to the Content and Proprietary Information belonging to the Company, in favour of the Customer or You.

The Company and its licensors exclusively own all rights, title and interest, including all associated intellectual property rights, in and to the Website, Services, and the Content.

You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, Services or Content. Further, You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute, in any manner, the Content on the Service, including text, graphics, code and/or software. The Company claims no ownership interest in any Third-Party Content and expressly disclaims any liability concerning those materials.

The Company reserves the right to block access to or remove material that the Company believes in good faith to be copyrighted material that has been illegally copied and distributed by any of the Company's content providers, members or users and to remove and discontinue Service to repeat offenders.

Your Obligations:

Persons who are "competent " to contract within the meaning of the Indian Contract Act, 1872 shall be eligible to register on the Website for submitting their User Submission, and on behalf of their children/ minor. If you are the parent or legal guardian of a minor and you allow your child to use the Website or to submit User Submission, You will be responsible for your child's activity on the Website. The Company will not be responsible for any consequence that arises as a result of misuse of any kind of the Website under Your account. You warrant that all the data provided by You while submitting

the User Submission with the Website is current, accurate and complete and that any minor to whom You make the use of the Website/ Services available to, has obtained Your consent. The Company reserves the right to terminate Your access and / or refuse to provide You with access to the Website if it is discovered that You are under the age of eighteen (18) years or is otherwise not competent to contract or any information provided by You is inaccurate. You acknowledge that the Company does not have the responsibility to ensure that You conform to the aforesaid eligibility criteria. It shall be Your sole responsibility to ensure that You meet the required qualification.

Your personal and non-commercial use of this Website shall be subjected to the following restrictions:

- You will not (a) copy, modify, or create a derivative works of the Website and/ or Services except that You may download the Content for your personal non-commercial use only, provided that You keep intact all copyright and other proprietary notices on the Content; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source codes/ object codes/ other parts of the Website; (c) sell, resell, sublicense, or distribute any or all of the Services; (d) duplicate any portion of the Website or otherwise impersonate, web-scrap or use technology to extract data/ Content from the Website ;(e) or remove any copyright, trademark registration, or other proprietary notices from the Website and/or Services.

- You will not use the Website including the Content for purposes that are not expressly permitted by: (i) these TOS; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction.

- You will not (a) use this Website and/or Services including the Content or any part thereof for commercial purposes of any kind, or (b) advertise or sell the domain names or otherwise (whether or not for profit), or solicit others (including, without limitation, solicitations for contributions or donations), or (c) use the Website in any way that is unlawful or harms the Company or any other person or entity as determined by the Company.

- You should not commit any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of the Company or anyone else.

- Intentionally or unintentionally interfere with, or disrupt with the security of, or gain unauthorized access to user accounts, passwords, servers, or networks connected to or accessible through the Website, or otherwise cause harm to Company, the Website and/ or Services or potentially expose them to liability or restrict or inhibit anyone's use or enjoyment of the Website or the Services.

- You should not provide, or contribute any false, inaccurate, or misleading information.

If any third party, including any competent authority, informs the Company, or if Company suspects that You are in violation of any of the above restrictions or these TOS, Company reserves the right to examine Your use of the Website and Service. On such examination, if Company finds any such violation, Company reserves the right to terminate these TOS and registration on the Website and discontinue Your subscription to the Services with immediate effect.

Disclaimer of Warranties:

THE WEBSITE, SERVICES AND CONTENT IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEBSITE, SERVICES AND CONTENT IS WITH YOU. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE WEBSITE, SERVICES AND CONTENT (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT THE WEBSITE, SERVICES OR THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THE WEBSITE/ SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS ON THE WEBSITE, SERVICES AND CONTENT WILL BE CORRECTED. THE COMPANY MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, SERVICES OR THE CONTENT OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR CONTENT OBTAINED THROUGH THE WEBSITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR FROM THE COMPANY, ITS PARENTS, SUBSIDIARIES, OR OTHER AFFILIATED COMPANIES, OR THEIR SUPPLIERS (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY SUCH ENTITIES) (COLLECTIVELY, "THE HP PARTIES") SHALL CREATE ANY WARRANTY. HP DISCLAIMS ALL EQUITABLE INDEMNITIES.

You acknowledge that any Content downloaded or otherwise obtained using the Services is done at your own discretion and risk and that You will be solely responsible for any damage to your computer system, or any other hardware and / or software and/or device, including loss of data or effect on the processing speed, resulting from Your use of the Website/ Services and Contents or download thereof.

Whenever You provide the Company with any Information for User Submission or to access the Website and/or avail the Services, You agree to (a) provide true, correct, complete and accurate information; (b) maintain and promptly update such information to keep it true, complete and accurate.

Limitation of Liability:

The Company shall not be liable for any indirect, special or consequential costs or damages of whatever nature, including but not limited to, lost revenues or profits, downtime costs, loss or damage to data or other intangible losses, arising out of or in any way connected with the use of this Website/ Services and/or the Agreement or with the delay or inability to use this Website/ Services, or for any information, materials and/ or Content uploaded, posted, emailed, transmitted and/ or obtained through this Website, or otherwise arising out of the use of this Website, whether based on contract, tort, negligence, strict liability or otherwise. This provision does not limit any liability which may not be excluded or limited by applicable law.

Indemnity:

You shall at all times fully indemnify and hold harmless the Company and associates companies, and their respective officers, directors, agents and employees, from any and all costs, losses, claims, demands, damages and liabilities, actions including costs and reasonable attorneys' fees, suffered by any of them as a result of or in connection with a demand, action or claim made by any third party and/or penalty imposed, due to and/or arising out of the Customer's misuse of Content and breach of the TOS and/or the Customer's violation of any law, rules or regulations and/or the infringement or breach by the Customer of the rights of any third party including, without limitation, infringement,

obscene and/or indecent postings, and on-line defamation, , of any copyright, trademark or other intellectual property or any other right of any person and/or entity.

Injunctive Relief:

In the event of Your breach of these TOS, You agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction or other equitable relief in the event of such a breach or anticipated breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies under law or contract.

Use of the Website:

Although the Website may be accessible worldwide, the Company makes no representation that the Services and Content is appropriate or available for use in locations outside India. Those who choose to access the Website from other locations, can do so on their own initiative and at their own risk. If You choose to access the Website from outside India, You are responsible for compliance with local laws in your jurisdiction. Any offer and/or information made in connection with the Website is void where prohibited.

Link to other Websites:

This Website may contain links ("**Links**") to websites controlled or offered by third parties (non-affiliates of the Company). The Company hereby disclaims all liability for all information, materials, products or services posted, offered or that may be accessed at any of the third-party sites Links linked to this Website.

Force Majeure:

The Company shall not be liable for any failure and/or delay on their part in performing any of its obligation under this Agreement and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by the Customer by reason thereof if such failure and/or delay shall be result of or arising out of Force Majeure Event set out herein. Explanation: "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Company, including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake ,explosion, acts of God, civil commotion, pandemic, epidemic, strikes, lockout, and/or industrial action of any kind, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions breakdown and/or hacking of the Website and/or Contents or Services

Governing Law and Jurisdiction:

The transactions and use on this Website and the Services, including the Content shall be governed by, construed, interpreted, and enforced in accordance with the laws of India. All disputes with respect to any matter arising from or in connection with these TOS or the Website or the Services shall be conducted exclusively before the Courts at Bangalore, India and You agree to submit toand be subject to exclusive jurisdiction of the courts of Bangalore.

Grievance Redressal:

Any complaints, abuse, copyright infringement notices or concerns with regards to the use of the Website/ Services, including copyright infringement, processing and disclosure of Information provided by You or breach of these TOS or any applicable law should immediately be informed to the Company.

Miscellaneous:

The Company reserves the right to terminate Your access to the Website or account for any reason, including without limitation, violation of applicable laws or breach of these TOS. You agree that any termination of Your account may be effected without prior notice. You further acknowledge that the Company will not be liable to You for any termination of Your access to or use of the Website.

If any provision of this TOS is determined to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions thereof, which shall remain in full force and effect.

The Company's failure to insist upon or enforce strict performance of any provision of these TOS shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these TOS. The Company may assign its rights and duties under these Terms of Service to any party at any time without notice to You.

The communications between the Company and You will be sent and received electronically. When You use the Website and provide any information on the Website; or when You click any of the buttons available on the Website; or when You send an e-mail to Company, You are communicating with Company through electronic records. You hereby consent that such electronic records, whether sent by You or automatically generated by the computer system when You click on any of the buttons available on the Website, shall be deemed to be communications sent in writing by You. You agree that all electronic communication between the Company and You satisfies any legal requirements that such communications be in writing.

You acknowledge that Your access to the Website and use of the Services, does not make You an employee or agency or partnership or joint venture or franchise of the Company.

Rights and obligations under the TOS which by their nature should survive will remain in full effect after termination or expiration of the subscription.

These TOS, constitute the entire agreement between You and the Company concerning the Website.