

Reliance Research (Pvt) Ltd

(Charts.lk)

Ssubscription: terms and conditions

1. Scope and use of the subscription

The subscription of Reliance Research (Pvt) Ltd grants the legal entity that has taken out the subscription (the “Customer”) the right to use www.charts.lk services (the “Services”).

2. Acceptance of the subscription

Reliance Research (Pvt) Ltd subscription terms are agreed by the Customer by signing the last page of these terms and conditions (the “Terms”) with the attached formal quote (the “Formal Quote”). The signed Terms and the Formal Quote will represent the agreement (the “Agreement”) between the Customer and Reliance Research (Pvt) Ltd (the “Parties”). The entire signed Agreement must be sent by e-mail to info@relianceresearch.lk

3. Duration and termination of the subscription

The subscriptions run from the date, as specified in the Formal Quote. The subscriptions can have monthly, quarterly, and yearly renewal term. At the end of the period, the subscription will automatically renew for another period unless terminated by the Customer. The minimum subscription period for monthly and quarterly subscriptions is six (6) months and 12 months for annual subscriptions.

Subscriptions may be terminated by email to info@relianceresearch.lk, one month before the expiry of the subscription (i.e. for subscriptions with yearly renewal term running from April to March, the termination notice must be received before the end of February). The agreement cannot be terminated for a period of subscription already initiated and the Customer will not be entitled to a refund for that subscription period.

The Customer may terminate any subscription free of charge within two weeks from date of signature of the Agreement, provided that the Customer did not start using the Services. Reliance Research (Pvt) Ltd shall (without prejudice to any other rights or remedies it may have) be allowed to terminate the subscription immediately without giving the Customer prior notice if the Services or subscription is misused (including, but not limited to, use by other people or organizations).

In the event of any of the Parties filing for bankruptcy, the Agreement will be terminated, and all Services will be terminated immediately, unless otherwise specifically agreed in writing between the Parties.

4. Price and payment terms

Prices for each service item are listed on the Formal Quote. Reliance Research (Pvt) Ltd guarantees that no price increases will be applied for the Services ordered at the time of commencement of the subscription.

The invoicing periods runs according to the Formal Quote. The payment term is as specified on the Formal Quote.

Reliance Research (Pvt) Ltd will not be responsible for any loss, damage, costs, expenses or other claims of the Customer or any third party resulting from the suspension of the Services.

The Customer agrees to use e-mail or another electronic method of transmission to be specified in the subscription Agreement. The customer must provide an e-mail address, or another agreed electronic method for receiving invoices and reminders.

Invoices shall be paid to the bank account / account number as specified on the invoice.

5. Operating stability

Reliance Research (Pvt) Ltd aims to provide the highest possible degree of operating stability but is not responsible for any breakdown caused by factors beyond its control. Such breakdown includes but is not limited to power failures, errors occurring in modem equipment, ADSL connections, telecommunications connections or the like. In all events, Reliance Research (Pvt) Ltd aims to re-establish normal operations as quickly as possible.

6. Maintenance of the System

Reliance Research (Pvt) Ltd is entitled to make operational changes to the website, www.charts.lk for improvements or otherwise (for example by developing or updating software) without giving the Customer prior notice. In some exceptional circumstances, it may be necessary to suspend access to the Services, usually between 9pm and 6am CET. Notice of such a suspension will be given to the Customer at least 14 days in advance. Reliance Research (Pvt) Ltd will not be responsible for any consequences of such a suspension where notice has been given.

7. Rights

The System / web portal remains the full property of Reliance Research (Pvt) Ltd. Individually customized software relating to the Services also remains the property of Reliance Research (Pvt) Ltd unless otherwise stipulated. Reliance Research (Pvt) Ltd may at any time transfer its rights and obligations under this agreement to any economic affiliate, subsidiary or business unit, or any of their affiliated companies or divisions. Except as provided above, the rights and obligations under this agreement may not be transferred to any third party without the written consent of the other party.

8. Liability of Reliance Research (Pvt) Ltd

Reliance Research (Pvt) Ltd has taken reasonable measures to ensure that the Services are virus-free from virus, bugs, defects, malfunctions, trojans horses but no warranty is given to this effect and Reliance Research (Pvt) Ltd shall have no liability if this is not the case. To the

extent permitted by law, Reliance Research (Pvt) Ltd disclaims all warranties with respect to the Services, either express or implied, including but not limited to any implied warranties of suitability or fitness for any particular purpose.

Reliance Research (Pvt) Ltd shall not be liable to the Customer or any third-party for any indirect, punitive or other damages or losses including, without limitation, damages for loss of profits, business interruption, loss of data or the restoration thereof, claims of infringement of third party intellectual property rights, product liability or personal injury arising out of the use of or inability to use the Services. The liability of Reliance Research (Pvt) Ltd will be limited and capped to a total aggregate amount of the value of payments made by the Customer for the period of 12 months before the occurrence of the incident giving rise to the liability. Notwithstanding anything to the contrary in these terms, Reliance Research (Pvt) Ltd shall indemnify the Customer against any direct cost and damages awarded by final court ruling to be paid to a third party due to infringement of said party's intellectual property rights, to the extent that Reliance Research (Pvt) Ltd and the Services are liable for such infringement. Reliance Research (Pvt) Ltd will furthermore at its option either replace or modify the Services, procure the necessary rights for the Customer to still use the Services or reimburse the original purchase price for the infringing goods. The above shall constitute the Customer's sole and exclusive remedy for any infringement of third-party rights and Reliance Research (Pvt) Ltd shall not be liable for any other loss, damage, or consequential damage due to any such claim.

9. Data Processing Agreement, Privacy Policy and Confidentiality

Reliance Research (Pvt) Ltd shall ensure the protection and security of data passed from the Customer to Reliance Research (Pvt) Ltd for processing.

Reliance Research (Pvt) Ltd has taken the necessary technical and organizational security measures to prevent information saved by the Service from being accidentally or illegally destroyed, lost or wasted and to prevent such information from falling into the hands of any unauthorized party, being misused or otherwise treated in a way contrary to the privacy policy of Reliance Research (Pvt) Ltd.

Reliance Research (Pvt) Ltd is bound by secrecy in respect of any information received about the Customer and will not disclose such information to any third party except where it is required to do so by any court or regulatory authority and then only to the extent necessary.

10. Marketing

Reliance Research (Pvt) Ltd shall be entitled to refer to the Customer name and logo and the Services provided in its marketing collateral, including a brief description of such services. Material on the website, flyers, presentations, outreach and any material displayed publicly are considered marketing collateral for the purpose of this clause.

11. System changes and feature updates

Reliance Research (Pvt) Ltd may or may not inform its users about system changes, feature updates, and other technical news by e-mail. All registered users on the www.charts.lk service platform accept that their name and email used for the registration are added to the technical newsletter mailing list and database.

12. Entire Agreement

The Agreement contains the entire agreement between the Parties and supersedes all previous correspondence or communications whether written or oral. Reliance Research (Pvt) Ltd may amend these Terms as required from time to time provided that Reliance Research (Pvt) Ltd will give Customers no less than 20 days' written notice posted on our website of such amendments and all such amendments will apply to the next renewal of the subscription.

13. Force Majeure

Except to the extent provided in this Agreement, Reliance Research (Pvt) Ltd shall not be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by a force majeure, and provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.

'Force Majeure Event' means an event, or a series of related events, that is outside the reasonable control of the party affected (including but not limited to failures of the internet or any public telecommunications network, failures of the Provider's hosting provider, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

14. Disputes

These Terms shall be governed by and construed in accordance with the laws of **Sri Lanka**. The Sri Lanka Courts shall have exclusive jurisdiction to determine any dispute concerning these Terms or the subject matter of these Terms that remains unsettled for a period of 30 days.

Formal Quote

Subscription	Type	Content Includes	Price per month	Three Month Pack	Six Month Pack	Annual Pack
Individual Subscription	General	Basic recurrent charts will be available	Free			
	Premium - Silver	Basic Charts + Analytical Charts	USD 14.99	USD 40.47	USD 71.95	USD 116.92
	Premium - Gold	Basic Charts + Analytical Charts+ Weekly Reports	USD 24.99	USD 67.47	USD 119.95	USD 194.92
Corporates	Premium - Platinum	Basic Charts + Analytical Charts+ All Reports+ PPTS and One-to-one Consultations	Negotiable			