

terms and conditions

Agreement Between You and Asian Paints Limited

Thank you for visiting www.asianpaints.co.id (the 'Website'). Please read these terms and conditions carefully before you start to use the Website. By accessing and using this Website, you indicate that you accept (unconditionally and irrevocably) these terms and conditions (the 'Agreement'). If you do not agree to these terms and conditions, please refrain from using our Website and exit immediately.

The Website is owned and operated by **PT Asian Paints Color Indonesia**, a limited liability company duly established under the laws of the Republic of Indonesia having its head office at Marquee Office, 17th Floor, Pondok Indah Office Tower 3, Jl Sultan Iskandar Muda V Kav TA, Jakarta Selatan, Indonesia - 12310. You represent and warrant you possess the legal right and ability to enter into this Agreement and to use this Website in accordance with all terms and conditions herein. You also acknowledge and agree that, unless we specifically provide otherwise, this Agreement only applies to this site and our online activities, and does not apply to any of our offline activities.

Modification of Terms

We may change these terms and conditions at any time without advance notice. Changed terms will become effective once posted on the Website, and will not have any retrospective effect on existing contractual arrangements made through this Website. Your continued use of this Website after any change means you have accepted the changed terms and conditions.

Disclaimer of Warranties and Limitation of Liability General

Your access to and use of software and other materials on, or through, this Website is solely at your own risk. We make no warranty whatsoever about the reliability, stability or virus free nature of such software.

We have taken reasonable steps to ensure the information provided by us on this Website is accurate at the time you view it. However, we cannot and have not checked the accuracy of all information provided by outside sources for example by the providers of other information, or of other parties linked to or from the Website.

Commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed or act upon any of its contents.

We aim to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet,

this cannot be guaranteed and we reserve the right to withdraw or amend the service we provide on the Website without notice. Also, your access to the Website may occasionally be suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction. We will not be liable if for any reason our Website is unavailable at any time or period.

Disclaimer of Warranty

To the maximum extent permitted by applicable law, we disclaim all warranties relating to the information, software, products and services contained in this web site. All such information is provided 'as is' without warranty of any kind. We hereby disclaim all warranties and conditions with regard to this information, software, products and services contained in this web site including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Limitation of Liability

In no event will we be liable for any direct, special, indirect, incidental, consequential (including among other things loss of revenue or profits), punitive, or exemplary, damages of any kind or subject to equitable or injunctive remedies (whether based on breach of contract, tort, negligence, strict liability or otherwise) arising out of:

- Access to, or use of this web site, or delay or inability to use this web site, or any information contained in this web site; or,
- The availability and utility of products and services

Nothing in this limitation of liability shall exclude liabilities not permitted to be excluded by applicable law. Any rights not expressly granted herein are reserved by us.

Indemnity

As a condition of use of this Website, you agree to indemnify us from and against any and all liabilities, expenses (including attorney's fees) and damages arising out of claims resulting from your use of this Website, including without limitation any claims alleging facts that if true would constitute a breach by you of these terms and conditions.

Indemnity Links to Third-Parties' Websites

This Website may contain links and pointers to Internet sites maintained by third parties. We do not operate or control in any respect any information, products or services on such third-party sites. Third party links and pointers are included solely for your convenience, and do not constitute any endorsement by us. You assume sole responsibility for use of third party links and pointers.

Limitations on Use

You agree to use this Website solely to determine the availability of goods and services and make legitimate reservations or transact business with us. You agree to use the Website only for personal, non-commercial use. You agree to use the Website's services to make only legitimate purchases. You agree to all of our terms and conditions of purchase, including, but not limited to, full and timely payment of all amounts due and compliance with all rules concerning availability of products, or services. All fees, assessments, charges, taxes and duties arising out of use of the Website are your sole responsibility.

You agree to not abuse the Website. 'Abuse' includes, without limitation, using the Website to:

- Defame, harass, stalk, threaten, abuse or otherwise violate others' rights as defined by applicable law.
- Harm or interfere with the operation of others' computers and software in any respect, including, without limitation, by uploading, downloading or transmitting corrupt files or computer viruses.
- Violate applicable intellectual property, publicity or privacy rights, including, without limitation, by uploading, downloading or transmitting materials or software.
- Omit or misrepresent the origin of, or rights in, any file you download or upload, including, without limitation, by omitting proprietary language, author identifications, or notices of patent, copyright or trademark.
- Transmit, post, or otherwise disclose trade secrets, or other confidential or protected proprietary material or information.
- Download or upload files that are unlawful to distribute through the Website.
- Transmit any information or software obtained through the Website, or copy, create, display, distribute, license, perform, publish, recreate, reproduce, sell, or transfer works deriving from the Website.
- Cause an excessively large load on the infrastructure of the Website.
- Falsely use a password or personal identification number during logging into the Website, or misrepresent one's identity or authority to act on behalf of another. Violate this Agreement in any other manner.

User Generated Content

You understand and agree that we are not responsible or liable for any User Generated Content. All User Generated Content which you may decide to exchange, submit, provide or upload, will not be reviewed in advance by us - we reserve the right to take down any User Generated Content for any reason deemed fit by us, including but not limited to the User Generated Content being unlawful or in breach of these T&C and any other applicable T&C. You understand and agree that our discretion in relation to the same shall be final and binding upon you. We ask that you flag or inform us in accordance with

our Notice-and-takedown Procedure, if you become aware of (potentially) unlawful infringing, and/or offensive content exchanged, provided or uploaded by others. You agree to indemnify us from and hold us harmless against any and all claims from third parties relating to the User Generated Content.

Copyright and Trademark Notices

All Rights Reserved

This Website is for the your personal, non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from this Website. All product or trade names of Asian Paints referenced herein are our registered Trademarks or registered copyright marks.

Use of Credit Card

We accept major credit cards, and the credit card holder must be the purchaser of the products offered on the website. Your credit card will be debited when you click on the confirm button. If you do not have a credit card, you may choose to pay in cash while visiting one of our offices.

Colour Depictions

All colours displayed on the website are subject to variation based on the resolution of the computer. Asian Paints is not liable for any shade variations.

Jurisdiction

Any dispute or difference relating to the website shall be referred to the Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment of the same. Reference shall be made to three Arbitrators, wherein, each party shall appoint one Arbitrator and the two appointed arbitrators shall in turn jointly appoint the third Arbitrator. The venue of the Arbitration shall be Mumbai and the language of the Arbitration shall be English.

Any legal actions pertaining to this web site shall be commenced within the competent courts in Mumbai to the exclusion of other courts.

Privacy Policy

The privacy policies described below are part of this Agreement. We respect the privacy of our online visitors. We collect information on or through this site that can personally identify you only when it is voluntarily offered by you. For example, we collect personally identifiable information to respond to visitor questions and comments about us and our products and services, to mail e-newsletters and to contact winners of contests and promotions.

Our site sometimes includes sweepstakes or other promotions that we are offering or are offering jointly with another company, and we may allow you to enter electronically in some cases. If that occurs, we will use the information you provide for the purpose of conducting the promotion (for example, to contact you if you have won) and with your consent, to offer you products and services of ours and our joint sweepstakes sponsors. In addition, we may also collect demographic and other data for market research, advertising and promotional purposes.

We do not share any of the personal information you provide to us with any third party other than service providers of ours who assist us in providing the information and/or services we are providing to you. To the extent that we do share your personal information with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in this privacy policy.

Any non-personal information, communications and material you send to this site or to us by E-mail are on a non-confidential basis. We are free to use and reproduce any such information freely, and for any purpose whatsoever. Specifically, we will be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose, including developing, manufacturing or marketing products. Any information you send to this site must be truthful, not violate the rights of others and be legal. Like many other companies, we use "cookie" technology, where our servers deposit special codes on a visitor's computer. This information helps us determine in the aggregate the total number of visitors to the site on an ongoing basis and the types of Internet browsers (e.g., Netscape Navigator or Internet Explorer) and operating systems (e.g., Windows or Macintosh) used by our visitors. This information is used to enhance your on-line visits. Under no circumstances do we use this information to personally identify visitors or cross-reference the information with any type of personal information that is voluntarily offered on or through the site.

We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this site. Unless we specifically provide otherwise, this policy only applies to this site and our online activities, and does not apply to any of our offline activities.

For additional information about our on-line privacy practices, please **contact** Asian Paint Helpline at toll free **1800-209-5678**.

Careers Privacy Statement

The Asian Paints Company and its world-wide subsidiaries are committed to respecting the privacy of our online visitors. This privacy statement describes what information we collect when you create a Job Profile in the Careers section of our web site, how we use that information, and your choices with respect to our use of such information.

The Personal Information We Collect and How We Use It

By 'personal information' we mean names, addresses, email addresses, job experience and history and any other personal information you voluntarily provide about you and your skills and interests that will then be matched against our current job opportunities and requirements. This information will be used to evaluate your qualifications for the desired position and possibly to contact you for further information. Also, at a later time, you may be asked for certain identifying information, which will be used solely for federal and state diversity reporting purposes.

By creating a Job Profile, you acknowledge and agree that the information you submit is complete and correct to the best of your knowledge. Providing false information in the creation of your Job Profile or during the application process will lead to your rejection or termination.

Authorization

By applying for a job with us via the Careers section of our web site, you authorize us and/or our authorized agents to undertake a background investigation including, but not limited to, a criminal background check, a job reference check, and verification of any information you have provided, and you authorize all corporations, companies, educational institutions, persons, law enforcement agencies, criminal, civil and federal courts, and former employers to release information they may have about you.

Disclosure of Personal Information

We may share your personal information with vendors or service providers such as companies who help us with database administration. We may also share your personal information with other Asian Paints companies in other countries where data privacy laws may not be equivalent to those in force in Indonesia.

In all these cases, however, we will take reasonable steps to help safeguard your personal information. We will only share your information under terms and conditions that obligate recipients to protect the privacy and security of your personal information. Except as described in this Privacy Statement or as required by law, we will not share your personal information with a third party unless we have your consent or you were notified about this practice when we first collected your personal information.

Sale of Our Brands or Business

In connection with the sale of one or more of our brands or a part of our business to a different company, we reserve the right to transfer your personal information to a new owner that agrees to offer equivalent safeguards for the use and disclosure of your personal information.

You May Access and Update Personal Information

At any time you will have the right log in to the system to modify, correct or erase the personal information that you provided to use in your Job Profile or your resume. In the event that you erase your Job Profile or your resume, we will make your Job Profile or resume inactive. However, you understand that we will retain your Job Profile indefinitely for its own record-keeping purposes. For more detailed information regarding our online privacy practices, please see our Terms and Conditions. If you have any questions regarding our use of your personal information, you may do so by sending an email to customercare@asianpaints.com.