

USER AGREEMENT

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1. MODIFICATION OF ANY TERMS & CONDITIONS OF USE

We, at mentor-bi.com, reserve our exclusive right to alter, modify, revise or change the Terms & Condition of use governing this website without any prior notification at any point of time and the said change, alteration, modification or revision so made shall be effective immediately and will be binding upon the users or visitors of this website. You are responsible for regularly reviewing the Terms & Condition of Use. Your continued use of the Services affirms your agreement to the Terms & Condition of Use and any changes thereof.

2. Services offered by Mentor-bi.com

- a. Our Services include Value Dynamics Diagnostic, Performance Culture Profile (PCP-Bi), Talent Ecosystem Assessment Map (TEAM-Bi), GRC Ecosystem Diagnostic, GRC Implementation Validators Diagnostic, GRACE-Bi, FACE-Bi and such other Diagnostic Tools as may be developed in future and offered through mentor-bi website.
- b. We are offering these diagnostic tools to help you and your organisation make you/yourself more aware of the bright-spots & hot-spots in growing your organisation, as visible from the perspectives of your organisation and individuals in your organisation. We are not responsible for any change in decisions you may make. The use of any of our Diagnostic Tools does not comprise a consulting session(s) with any member or affiliates of the mentor-bi team, unless otherwise agreed in the terms of engagement.

3. Copyrights

All mentor-bi.com content, software and diagnostic tools (if any) that is made available to view and/or downloaded in connection with the Services is owned by and is the copyrighted work of COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. and is their exclusive intellectual property, protected by copyright laws of India. You shall not copy, transfer, sell, distribute, translate or make derivative works of COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. Content shall not be reproduced or used without express written permission from COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. All rights not expressly granted are reserved.

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5. Termination of this Agreement

Your use of the services and diagnostics tools is governed by the terms and conditions of user agreement, if any, which accompanies or is included with the services.

Your license to use the diagnostics tools and Service terminates when you terminate your use of the Service. Your license to use the services may also terminate if mentor-bi.com, in its sole discretion, modifies the Service to no longer support such diagnostics tools.

PRIVACY POLICY

This website is jointly owned and managed by COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd.

Please read the following to learn about the Privacy Policy of mentor-bi. The privacy Policy applies to all the services offered by mentor-bi.com. By using our website, you agree to be bound by the terms and conditions under this Privacy Policy. If you do not agree please do not use or access the website.

This Privacy Policy explains the information we collect and how we use that information as a part of the normal operation of our services.

By accepting the Privacy Policy, you consent to our use and disclosure of your personal information in accordance with this Privacy Policy.

1. Personal Information

For the purposes of this "Privacy Policy", the term "Personal Information" shall mean any information that may be used to identify you including, but not limited to your name, email, contact details and all the items in your profile. Importantly, we only collect personal information about you that we consider necessary for providing you services offered by us. Your Personal Information is stored in a safe and secure database.

2. Disclosure of your Personal Information

COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. will not disclose, sell, rent, or lease any personal information you submit to our website, except:

- i. in using your data for our global study or;
- ii. to suppliers and/or providers of goods and services and other third parties who work on our behalf to service or maintain business contact databases and other IT systems, such as suppliers of the IT systems which we use to process personal information, or who provide other technical services;

- iii. to inform you about new mentor-bi offerings and services that are available to you;
- iv. to COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. group companies;
- v. to business associates and other professional advisers (e.g. auditors and lawyers);
- vi. to competent authorities such as tax authorities, courts, regulators and security or police authorities where required or requested by law or where we consider it necessary; and
- vii. COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. may offer solely or jointly with third parties webinars, white paper downloads, or other services related to the mentor-bi offerings or services. We will share your contact information and product interest in these offering or services with third parties to communicate with you, subject to applicable law.

COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. may also disclose information in special cases when we have a good faith belief that such action is necessary to:

- (a) protect and defend our rights or property
- (b) enforce the Website Terms and Conditions
- (c) act to protect the interests of our users or others;

COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. will not distribute or make available your diagnostic results or other information to any third party.

As an exception to the above, if you are using any of the Diagnostic Tools through an Entity Diagnostic arrangement, your designated Company Administrator(s) will also have access to the overall organisation results and demographic information.

3. Security

We have put in place technical and organisational security measures to prevent the loss or unauthorised access of your personal information. We train our employees in the proper handling of personal information. While we follow the standard industry practices and take reasonable security measures to protect the personal information under our control, information may be disclosed through unlawful or unauthorised access or regulatory environment and measures or interception of transmissions or private communications and other users and third parties may abuse or misuse an individual's personally identifiable information. We disclaim all liability for error in transmissions and unauthorised access or interceptions, abuse or misuse by third parties and other users. However, if you have reasons to believe that your interaction with us is no longer secure, please immediately notify us at mentor@mentor-bi.com of the problem.

You hereby agree, that you have consented in participating in our global study if you complete any of the Individual or Entity Diagnostic Tools on the mentor-bi website.

COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. reserve the right to use, without any personal identification, diagnostic results and demographic and other aggregate information for research purposes.

We reserve the right to change, modify, or amend this policy at any time and without advance notice. In addition, COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. reserve the right to release your personal information to protect our systems or business, when we reasonably believe you to be in violation of our Terms of Use or if we reasonably believe you to have initiated or participated in any illegal activity. COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. may be obligated to release your



personal information pursuant to judicial or other government subpoenas, warrants, or other orders.

COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd. also reserve the right to assign its rights and obligations under this policy in connection with the sale or merger of its business

CHANGES TO PRIVACY POLICY

We reserve our right to update, change, modify, alter or revise this privacy policy at any time. The changes or amendment so made to this privacy policy shall come into effect from the time of such update, change, modification, alteration or revision. Your continued use of this Website after changes have been made to and under this Privacy Policy will constitute your acceptance of such changes thereof.

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IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

INDEMNIFICATION

You agree to indemnify and hold COE Creators International Pvt. Ltd. and (ECOVIS) RKCA Advisors Ltd., its directors, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services, the violation of these Terms of Use by you, or the infringement by you,

or other user of the Services using your computer or identity, of any intellectual property or other right of any person or entity.

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This Agreement is governed in all respects by the laws of Republic of India as such laws are applied to agreements entered into and to be performed entirely within India. Any controversy or claim arising out of or relating to this Agreement or the mentor-bi.com site shall be settled by binding arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 as amended up to date. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Mumbai, India and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties. mentor-bi.com at its option, may bypass arbitration in cases of fraud or other crimes against itself, interference with its technical operations or violations of its rights or property. This Agreement is subject to the exclusive jurisdiction of courts at Mumbai only.