

TERMS OF USE

Welcome to the Agnikul Cosmos Private Limited ("Agnikul Cosmos", "Agnikul", "we", "us", or "our") website at agnikul.in and its associated subdomains, including shop.agnikul.in ("Website"). By accessing and using this Website, you agree to comply with and be bound by the following terms and conditions ("Terms of Use"). If you do not agree to these terms, please do not use this Website.

1. Introduction

1.1 These terms and conditions govern your use of our Website. By using our Website, you accept these terms and conditions in full.

1.2 If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our Website.

1.3 Your use of the Website is also subject to our privacy policy ("Privacy Policy"), which forms an integral part of these Terms of Use.

1.3 This Website provides information about Agnikul Cosmos, our launch vehicles (including Agnibaan), sub-orbital and orbital missions, technology, careers, and related services, and also enables you to book launch inquiries (including through "Book My Launch"), purchase merchandise through our Cosmos Store.

2. Intellectual Property Rights

2.1 Unless otherwise stated, we or our licensors own the intellectual property rights in the Website and all materials, images, videos, mission data, product details, logos, and any other information on the Website. Subject to the license below, all these intellectual property rights are reserved exclusively by Agnikul Cosmos.

2.2 You may view, download for caching purposes only, and print pages from the Website for your own personal, non-commercial use, subject to the restrictions set out below and elsewhere in these Terms of Use.

2.3 You must not republish, sell, rent, sub-license, reproduce, duplicate, copy, or otherwise exploit material on our Website for a commercial purpose without our prior written consent.

2.4 Names such as "Agnikul", "Agnikul Cosmos", "Agnibaan", "SOrTeD", "Dhanush", and our associated logos are trademarks of Agnikul Cosmos and may not be used without our prior written permission.

3. Acceptable Use

3.1 You must not use our Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website.

3.2 You must not use our Website in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

3.3 You must not use our Website to copy, store, host, transmit, send, use, publish, or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.

3.4 You must not conduct any systematic or automated data collection activities (including scraping, data mining, data extraction, and data harvesting) on or in relation to our Website without our prior written consent.

4. User Content

4.1 In these Terms of Use, "your user content" means material (including without limitation text, images, audio material, video material, and audio-visual material) that you submit to our Website, for whatever purpose including in connection with launch inquiries, career applications or contact forms.

4.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute your user content in any existing or future media, solely for the purposes of operating the Website and providing our services to you.

4.3 Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you, us, or a third party (in each case under any applicable law).

5. Bookings, Inquiries, and Cosmos Store Purchases

5.1 Submitting a launch inquiry (including through "Book My Launch") does not, by itself, create a binding contract for launch services. Any such contract will be governed by separate, definitive agreements executed between you and Agnikul Cosmos.

5.2 Purchases made through the Cosmos Store (shop.agnikul.in) are subject to these Terms of Use as well as any additional sale-specific terms, pricing, shipping, and return policies displayed at the time of purchase.

5.3 We reserve the right to refuse or cancel any inquiry, booking, or order at our discretion, including where information provided appears inaccurate, incomplete, or fraudulent.

6. Limited Warranties

6.1 We do not warrant the completeness or accuracy of the information published on this Website; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up to date.

6.2 To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to this Website and the use of this Website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose, and/or the use of reasonable care and skill).

6.3 You expressly acknowledge and agree that use of the Website is entirely at your own risk and that the Website and the services therein are provided on an "As is" or "As available" basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law.

6.4 To the fullest extent permitted by law, Agnikul Cosmos, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Website and your use thereof.

6.5 Agnikul Cosmos makes no warranties or representations about the accuracy or completeness of the Website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage of any nature whatsoever resulting from your access to and use of the Website, (iii) any unauthorized access to or use of our servers and/or any personal information, (iv) any interruption or cessation of transmission to or from the Website, (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Website by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the Website.

6.6 Agnikul Cosmos does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Website or any hyperlinked website or featured in any banner or other advertising, and Agnikul Cosmos will not be a party to or in any way responsible for monitoring any transaction between you and any merchant or third-party service provider.

7. Limitation of Liability

In no event shall Agnikul Cosmos, its officers, directors, employees, or agents be liable for direct, indirect, incidental, special, consequential, or exemplary damages (even if Agnikul Cosmos has been advised of the possibility of such damages), resulting from your use of the Website, including but not limited to damages that may arise from your use or misuse of the Website or its services, from inability to use the Website, or the interruption, suspension,

modification, alteration, or termination of the Website. These limitations shall apply to the fullest extent permitted by law.

You specifically acknowledge and agree that Agnikul Cosmos shall not be liable for content that is defamatory, offensive, or found illegal.

8. Indemnification

You agree to indemnify us and hold us harmless from and against any claims arising out of or relating to all actions, proceedings, claims (including third-party claims), liabilities (including statutory liability), penalties, charges, demands, and costs (including without limitation the legal costs of the other party), awards, damages, losses, and/or expenses however arising, directly, indirectly, or consequentially, suffered or incurred by us as a result of any breach or non-performance of your respective undertakings or warranties, including:

- A. information, details, and content that you submit or transmit via the Website;
- B. infringement of any third-party intellectual property rights;
- C. any breach of these Terms of Use; and
- D. any breach of applicable laws.

9. Suspension and Termination of Access

9.1 We reserve the right, at our sole discretion and without prior notice, to suspend, restrict, or terminate your access to or use of the Website, or any part thereof, where we reasonably believe that you have breached these Terms of Use, engaged in any unlawful, fraudulent, abusive, or unauthorised activity, or where such action is necessary to protect the Website, our systems, our users, our rights, or to comply with applicable law or any direction of a competent authority.

9.2 We may also suspend or restrict access to the Website, or any functionality thereof, for security, maintenance, technical, operational, or regulatory reasons.

9.3 Suspension, restriction, or termination of your access to the Website shall not affect any rights, remedies, obligations, or liabilities accrued prior to such suspension, restriction, or termination.

10. Modification, Suspension or Discontinuation of the Website

10.1 We reserve the right to modify, update, suspend, withdraw, or discontinue the Website, or any part, feature, functionality, content, or service made available through the Website, at any time and without prior notice.

10.2 We may, from time to time, make changes to the content, structure, functionality, availability, or features of the Website, including to reflect changes in our business, products, services, technology, regulatory requirements, or operational requirements.

10.3 To the fullest extent permitted by applicable law, Agnikul Cosmos shall not be liable to you or any third party for any modification, suspension, restriction, interruption, or discontinuation of the Website or any part thereof.

11. Third-Party Links

11.1 The Website may contain links to our official social media channels (YouTube, X, Instagram, LinkedIn). While we operate these accounts, they are hosted on third-party platforms outside our control, and we are not responsible for the availability, functionality, or content moderation practices of those platforms, or for any third-party content (including comments or posts by other users) appearing on them.

11.2 The Website may also contain links to other third-party websites and service providers. These links are provided for your convenience only. We do not endorse and are not responsible for the content, accuracy, or practices of any linked third-party website.

12. Anti-Spam Policy

You certify that you will use the Website in accordance with these Terms of Use. You are forbidden from transmitting unsolicited commercial email (spam) using the Website. Additionally, you are required to reconfirm or stop mailing an existing list when it is determined to be in violation of our anti-spam policy. Repeated violations of, or failures to comply with, this anti-spam policy will result in termination of your access to the Website. You agree and acknowledge that we shall not be held liable for any claim that may arise due to your violation of this anti-spam policy.

13. Governing Law

These Terms of Use are governed and construed according to the laws of India, and the courts in Chennai, Tamil Nadu shall have exclusive jurisdiction to entertain any proceedings in any way relating to or concerning these Terms of Use.

14. Force Majeure

Without limiting the foregoing, under no circumstances shall Agnikul Cosmos be held liable for any damage or loss due to deficiency in performance of services resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer or telecommunication equipment failures, software failures, machinery breakdown, strikes, government regulations, floods, storms, pandemics, epidemics, electrical failures, civil disturbances, riots, and any other reason beyond the reasonable control of Agnikul Cosmos.

15. Severability

15.1 If any provision of these Terms of Use, or any part thereof, is determined by a court or other competent authority to be invalid, illegal, or unenforceable, such provision or part thereof shall, to the extent required, be severed from these Terms of Use.

15.2 The remaining provisions of these Terms of Use shall continue in full force and effect to the fullest extent permitted by applicable law.

16. Waiver

16.1 No failure or delay by Agnikul Cosmos in exercising any right, power, or remedy under these Terms of Use shall operate as a waiver of that right, power, or remedy.

16.2 Any waiver by Agnikul Cosmos of any breach or provision of these Terms of Use shall be effective only if made expressly in writing and shall not constitute a waiver of any subsequent breach or of any other provision.

17. Error Reporting and Feedback

In case of any technical issues or feedback ("Feedback"), please write to us at curious@agnikul.in. You acknowledge and agree that:

(i) you shall not retain, acquire, or assert any intellectual property right or other right, title, or interest in or to the Feedback;

(ii) Agnikul Cosmos may have development ideas similar to the Feedback;

(iii) the Feedback does not contain confidential or proprietary information belonging to you or any third party; and

(iv) Agnikul Cosmos is not under any obligation of confidentiality with respect to the Feedback.

In the event that transfer of ownership of the Feedback is not possible due to applicable mandatory laws, you grant Agnikul Cosmos and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited, and perpetual right to use (including copy, modify, create derivative works, publish, distribute, and commercialize) the Feedback in any manner and for any purpose.

18. Changes to These Terms

We may revise these Terms of Use at any time by amending this page. You are expected to check this page periodically to take notice of any changes we make, as they are binding on you.

19. Contact Us

If you have any questions about these Terms of Use, please contact us at:

- General inquiries: cofoundersOffice@agnikul.in
- Phone: +91 72472 46334
- Registered address: E Block, 3rd Floor, E304, IIT Madras Research Park, Kanagam, Taramani, Chennai, 600113, India.