

TERMS AND CONDITIONS

Thank you for visiting the official website of Kyosan India Private Limited (“**Company**”, “**we**”, “**us**”, or “**our**”), an Indian subsidiary of Kyosan Electric Manufacturing Co., Ltd (“**Kyosan**”). These Terms and Conditions (“**Terms**”) govern your use of our website <https://www.kyosan.co.jp/company/in/> (“**Website**”), services and associated features (collectively referred to as the “**Services**”). By accessing or using our Website, you acknowledge and agree to comply with these Terms, as well as our Privacy Policy, Cookies Policy and other referenced policies available on the Website. If you disagree with any part of these Terms, please refrain from using our Website.

We reserve the right to update or modify these Terms at any time. Changes will be published on our Website along with the date of revision. It is User responsibility to review these Terms periodically to stay informed.

The Terms are in accordance with the Information Technology Act, 2000 (“**IT Act**”) and the Digital Personal Data Protection Act, 2023 (“**DPDP Act**”) and rules thereunder, as applicable.

1. DEFINITIONS

1.1. “Products and Services” refer to the goods and services offered by the Company as outlined under Clause 5 of these Terms.

1.2. “User” refers to any person or entity accessing or using the Website.

2. AGREEMENT TO THE TERMS

2.1 Acceptance of Terms: By accessing or using the Website, the User agrees to:

- (i) Comply with these Terms, our Privacy Policy, and any other referenced policies.
- (ii) Follow any additional rules or guidelines we may present in relation to specific products or services.
- (iii) Ensure that if the User is acting on behalf of an organisation, they have the necessary authority to bind the organisation to these Terms.

2.2 Modifications to Terms: The Company may, at its sole discretion, modify these Terms at any time without prior notice. Any updates will take effect immediately upon posting on the Website. Continued use of the Website constitutes acceptance of the revised Terms.

3. USER RESPONSIBILITIES

To protect the interests of all parties, you agree to adhere to the following responsibilities when using our Services:

- a. **Accurate Information:** You must provide complete, accurate, and up-to-date information when using our Services. Misrepresentation or providing false information may result in suspension or termination of access.
- b. **Compliance with Laws:** You are responsible for ensuring your use of our Website and Services complies with all applicable laws, including:
 - i. Ethical practices and corporate governance.
 - ii. Privacy laws and data protection standards.
 - iii. Anti-bribery, anti-corruption, and anti-fraud regulations.
- c. **Prohibited Conduct:** You must not:
 - i. Exploit vulnerable individuals or communities.
 - ii. Engage in fraudulent, unlawful, or unethical activities, including corruption.
 - iii. Interfere with the operation of our Services through hacking, malware, or other disruptive methods.

Breaches may result in the suspension or termination of access and/or legal action.

4. ACCURACY OF INFORMATION

- 4.1.** The Company strives to ensure that all information provided on the Website is accurate, complete and up to date. However, we do not guarantee the accuracy or reliability of any information, including product specifications.
- 4.2.** The Company reserves the right to correct errors or omissions on the Website at any time without prior notice.
- 4.3.** The Website content is provided “as is”, and the Company shall not be liable for any inaccuracies or errors therein.

5. PRODUCTS AND SERVICES

- 5.1.** The Company offers a range of Products and Services, including:

(i) Railway Signalling Solutions:

- Electronic Interlockings
- Monitoring Facilities
- Partial Height Platform Screen Doors
- Level Crossing Barriers
- Operation Management and Supervision Systems
- Communication-Based Train Control (CBTC)

(ii) Traffic Management Systems:

- Road Traffic Signal Controllers
- Traffic Control Centers
- LED Road Traffic Signal Units

(iii) Power Conversion Systems:

- Unbalanced Voltage Compensators
- D-Class RF Generators
- Parallel Redundant UPS

5.2. All Product and Services offerings are subject to availability and may be modified or discontinued at any time without prior notice.

6. COOKIES AND TRACKING TECHNOLOGIES

6.1 Use of Cookies: We use cookies and similar tracking technologies to improve the functionality of our website, personalize your experience, and analyze site performance. These cookies may include:

- i. **Essential Cookies:** Necessary for the operation of the website.
- ii. **Analytical Cookies:** Used for understanding site usage and improving our content.
- iii. **Advertising Cookies:** To display relevant advertisements.

6.2 Your Choices: You can manage your cookie preferences through your browser settings or by following the instructions in our [Cookies Policy](#). However, disabling certain cookies may affect your experience on our site.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Ownership of Content: All content on the Website, including text, graphics, images, videos, software and trademarks, is owned by the Company or its licensors and is protected under applicable intellectual property laws.

7.2. Limited License: Users are granted a non-exclusive, non-transferable license to access and use the Website for informational and business-related purposes only. Users shall not:

- (i) Modify, copy or create derivative works from Website content.
- (ii) Use content for commercial purposes without prior written consent.
- (iii) Distribute, sublicense or transfer any content to third parties.

7.3. User-Generated Content: By submitting any content or feedback through our Services, you grant us a royalty-free, perpetual license to use and distribute your submissions.

8. PRIVACY AND DATA PROTECTION

- 8.1 **Privacy Policy:** Your use of our Services is subject to our [Privacy Policy](#), which outlines how we collect, use, store, and protect your personal data.
- 8.2 **Data Security:** While we implement robust security measures, no system is entirely secure. You acknowledge and accept this risk by using our Services.
- 8.3 **Data Retention:** We retain your data only as long as necessary to fulfil the purposes outlined in our Privacy Policy or comply with legal requirements.

9. TERMINATION OF ACCESS:

- 9.1 **By the Company:** The Company reserves the right to suspend or terminate access to the Website if the User violates these Terms or any applicable policies.
- 9.2 **By the User:** The User may discontinue use of the Website at any time. Any obligations incurred before termination shall remain enforceable.

10. CONTACT INFORMATION

For any queries, complaints, request or inquiries regarding these Terms, please contact us at:

Kyosan India Private Limited

- **Grievance Officer:** Nobuyuki Yoshida
- **Email:** no-yoshida@kyosan.co.in