

TERMS OF USE



Effective Date: 30 July 2026

Last Updated: 30 July 2026

1. Introduction

Welcome to the website of **KGS Consulting Pvt. Ltd.** ("**KGS Consulting**", "**KGS**", "**we**", "**our**", or "**us**").

These Terms of Use ("**Terms**") govern your access to and use of the KGS Consulting website, together with all webpages, publications, research papers, whitepapers, newsletters, blogs, downloadable resources, training materials, webinars, digital platforms, tools, and other content made available by KGS Consulting through this website (collectively referred to as the "**Website**").

By accessing or using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you should discontinue your use of the Website immediately.

These Terms are intended to protect both users of the Website and KGS Consulting by establishing the conditions governing access to our digital resources, intellectual property, professional publications, and online services.

Certain services, engagements, events, training programmes, software platforms, client portals, or digital products offered by KGS Consulting may be governed by separate agreements, engagement letters, statements of work, subscription terms, or contractual arrangements. In the event of any inconsistency between these Terms and such separate agreements, the provisions of the applicable agreement shall prevail to the extent of the inconsistency.

2. Acceptance of these Terms

By accessing, browsing, downloading, registering on, submitting information through, or otherwise using this Website, you agree to comply with these Terms and all applicable laws and regulations.

Where you access the Website on behalf of an organization, company, institution, government authority, or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms. In such cases, references to "**you**" shall include both the individual user and the organization represented.

Your continued use of the Website following any revision to these Terms constitutes your acceptance of the updated Terms. If you do not agree with any modification, you should discontinue using the Website.

3. Eligibility to Use the Website

The Website is intended primarily for:

- Business organizations;
- Corporate professionals;
- Healthcare organizations;
- Financial institutions;
- Government and public sector organizations;
- Educational institutions;
- Technology companies;
- Professional advisors;
- Industry bodies; and
- Individuals seeking information regarding KGS Consulting's professional services.

By using this Website, you represent that:

- You have the legal capacity to enter into binding agreements under applicable law;
- You will use the Website only for lawful purposes;
- The information provided by you, where applicable, is accurate and complete; and
- Your use of the Website does not violate any applicable law, regulation, contractual obligation, or third-party right.

The Website is not intended for use by children or individuals who are not legally competent to enter into binding agreements under applicable law.

4. Changes to these Terms

KGS Consulting reserves the right to revise, modify, update, or replace these Terms at any time to reflect changes in applicable laws, regulatory requirements, business operations, technology, security practices, or Website functionality.

Updated Terms will become effective upon publication on the Website unless otherwise stated.

Where changes materially affect the rights or obligations of Website users, KGS Consulting may provide additional notice through appropriate communication channels.

Users are encouraged to review these Terms periodically to remain informed of any updates.

5. Purpose of the Website

The Website has been established to provide information regarding KGS Consulting, its professional services, industry expertise, publications, events, research initiatives, training programmes, regulatory updates, and thought leadership.

The Website may also provide access to:

- Articles and insight papers;

- Research publications;
- Whitepapers;
- Regulatory updates;
- Newsletters;
- Blogs and educational content;
- Downloadable resources;
- Webinars and training programmes;
- Event registrations;
- Contact forms;
- Career opportunities;
- Client communication channels; and
- Other informational resources developed by KGS Consulting.

Unless expressly stated otherwise, the Website is intended for informational and educational purposes only and should not be interpreted as creating any contractual, advisory, consulting, fiduciary, or professional relationship between KGS Consulting and any user.

No professional engagement shall arise unless expressly agreed through a separately executed written agreement.

6. Permitted Use of the Website

Subject to these Terms, KGS Consulting grants users a limited, non-exclusive, non-transferable, revocable license to access and use the Website solely for lawful, personal, educational, informational, or legitimate business purposes.

Users may:

- Browse the Website;
- Read articles and publications;
- Download publicly available resources where permitted;
- Register for webinars, conferences, or training programmes;
- Submit enquiries through designated communication channels;
- Subscribe to newsletters and publications; and
- Share links to publicly accessible Website content, provided such sharing does not misrepresent the source or alter the content.

Users shall not use the Website in any manner that:

- Violates applicable laws or regulations;
- Interferes with the security, integrity, or availability of the Website;
- Infringes the rights of KGS Consulting or any third party; or
- Is inconsistent with these Terms.

7. Intellectual Property Rights

Unless otherwise expressly stated, the Website and all content made available through it, including but not limited to:

- Text;
- Articles;
- Blogs;
- Insight Papers;
- Whitepapers;
- Research publications;
- Regulatory updates;
- Training materials;
- Frameworks;
- Methodologies;
- Templates;
- Checklists;
- Graphics;
- Infographics;
- Logos;
- Icons;
- Images;
- Videos;
- Presentations;
- Website design;
- Software components;
- Databases; and
- Other original works,

are owned by, licensed to, or otherwise lawfully used by KGS Consulting and are protected under applicable intellectual property, copyright, trademark, and other proprietary rights laws.

Except as expressly permitted by these Terms or applicable law, no content available on the Website may be:

- Copied;
- Reproduced;
- Republished;
- Modified;
- Adapted;
- Distributed;
- Commercially exploited;
- Translated;
- Reverse engineered;
- Incorporated into another publication;
- Used for creating derivative works; or
- Used for training, fine-tuning, evaluating, or developing artificial intelligence, machine learning, or similar automated systems,

without the prior written consent of KGS Consulting.

Nothing contained on the Website shall be interpreted as granting any license or ownership interest in any intellectual property belonging to KGS Consulting unless expressly authorized in writing. All rights not expressly granted under these Terms are reserved by KGS Consulting.

8. Limited License to Use the Website

Subject to these Terms, KGS Consulting grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Website solely for lawful personal, educational, informational, or legitimate business purposes.

This license does not transfer ownership of any intellectual property or other proprietary rights associated with the Website or its content.

Except where expressly permitted by these Terms or by applicable law, this license does not authorize you to:

- reproduce or distribute Website content;
- create derivative works;
- commercially exploit Website content;
- incorporate Website content into another publication or platform;
- use Website content for competitive intelligence or commercial benchmarking;

- remove copyright notices or proprietary legends; or
- use Website content in any manner inconsistent with these Terms.

KGS Consulting reserves the right to revoke this license at any time where use of the Website is inconsistent with these Terms or applicable law.

9. Prohibited Uses

Users shall not use the Website in any manner that could interfere with its intended operation, compromise its security, infringe the rights of KGS Consulting or third parties, or violate applicable laws.

Without limitation, users shall not:

- access or attempt to access restricted portions of the Website without authorization;
- use the Website for unlawful, fraudulent, deceptive, or malicious purposes;
- upload, transmit, or distribute malware, ransomware, viruses, or other harmful code;
- interfere with the operation, security, integrity, or availability of the Website;
- attempt to bypass authentication or security controls;
- perform vulnerability testing, penetration testing, or security scanning without prior written authorization;
- use automated tools, bots, spiders, crawlers, or similar technologies to scrape or systematically extract Website content;
- copy or reproduce substantial portions of Website content without authorization;
- impersonate any individual or organization;
- misrepresent an affiliation with KGS Consulting;
- use the Website to transmit defamatory, offensive, unlawful, or infringing material;
- attempt to reverse engineer any software, applications, or digital functionality available through the Website; or
- engage in any activity that may adversely affect other users or the reputation of KGS Consulting.

KGS Consulting reserves the right to investigate suspected misuse of the Website and to take appropriate legal or technical measures where necessary.

10. User-Submitted Information

Certain areas of the Website may permit users to submit enquiries, feedback, registration details, applications, survey responses, or other information.

By submitting information through the Website, you represent and warrant that:

- the information provided is accurate and complete;
- you have the lawful authority to provide such information;

- the submission does not infringe the rights of any third party;
- the information does not contain malicious code or unlawful content; and
- the information is submitted for lawful and legitimate purposes.

Users remain solely responsible for the information they submit.

KGS Consulting does not claim ownership of information submitted by users; however, users grant KGS Consulting the right to process such information solely for responding to enquiries, administering registrations, evaluating applications, providing requested services, or otherwise fulfilling the purpose for which the information was submitted.

KGS Consulting reserves the right, but assumes no obligation, to remove, refuse, or restrict any submission that it reasonably believes violates these Terms, applicable law, or the rights of any person.

Submission of information through the Website does not create any obligation on the part of KGS Consulting to respond, provide services, or enter into any professional engagement.

11. Professional Information Disclaimer

The content made available through this Website is intended to provide general information regarding KGS Consulting, regulatory developments, industry practices, emerging technologies, and related professional topics.

While KGS Consulting endeavors to ensure that Website content is accurate and current at the time of publication, laws, regulations, judicial decisions, regulatory guidance, standards, and industry practices may change over time.

Accordingly:

- Website content is provided for general informational and educational purposes only;
- it should not be interpreted as legal, regulatory, tax, financial, cybersecurity, compliance, healthcare, or other professional advice;
- Website content should not be relied upon as a substitute for advice tailored to the facts and circumstances of a particular organization or individual; and
- users should obtain appropriate professional advice before making business, regulatory, operational, or compliance decisions.
- Regulatory interpretations may vary depending upon the facts of a particular matter and may change over time.

Accessing or using the Website does not establish a consultant-client, advisor-client, fiduciary, professional, or contractual relationship between KGS Consulting and any user.

Any professional services provided by KGS Consulting shall be governed exclusively by separately executed engagement letters, contracts, statements of work, or other written agreements.

12. Artificial Intelligence-Assisted Content

KGS Consulting is committed to the responsible and ethical use of Artificial Intelligence ("AI") in accordance with applicable laws, industry standards, and recognized AI governance principles.

Certain Website content may be developed, reviewed, enhanced, or supported using AI-assisted technologies. However, all published content is subject to appropriate human review and professional oversight before publication.

Users acknowledge that:

- AI-assisted content may not always reflect subsequent legal or regulatory developments;
- AI technologies may occasionally produce incomplete, outdated, or inaccurate information;
- Website content should not be relied upon as the sole basis for regulatory, legal, commercial, healthcare, cybersecurity, or technology decisions; and
- professional advice should be obtained before acting upon information contained on the Website.

KGS Consulting shall not be responsible for decisions made solely on the basis of AI-assisted content published through the Website.

KGS Consulting may modify, update, or withdraw AI-assisted content without prior notice where necessary to maintain accuracy or reflect legal or regulatory developments.

Nothing contained in this section shall be interpreted as limiting any applicable statutory rights available under law.

13. Publications, Research Material, and Training Resources

KGS Consulting periodically publishes articles, newsletters, insight papers, whitepapers, regulatory updates, research reports, presentations, templates, checklists, frameworks, and educational resources for the benefit of clients, professionals, and the wider business community.

Unless expressly stated otherwise:

- all such material remains the intellectual property of KGS Consulting;
- such material is provided solely for informational and educational purposes;
- permission to download or access a publication does not transfer ownership of any intellectual property rights;
- users may retain a reasonable number of copies for their own internal reference or educational use; and
- any commercial exploitation, redistribution, republication, adaptation, translation, licensing, or public dissemination requires prior written permission from KGS Consulting.

Where publications include references to applicable laws, regulations, standards, regulatory guidance, or industry practices, such references are provided solely for informational purposes and should not be interpreted as official legal interpretations.

KGS Consulting reserves the right to update, revise, withdraw, replace, or discontinue any publication without prior notice.

14. Third-Party Websites and External Resources

The Website may contain links to third-party websites, applications, publications, videos, software platforms, social media pages, or other external resources for informational or convenience purposes.

Such links do not constitute an endorsement, recommendation, approval, partnership, or representation regarding the products, services, opinions, or practices of the relevant third party.

Third-party websites operate independently of KGS Consulting and are governed by their own terms of use, privacy notices, and applicable practices.

KGS Consulting does not control and is not responsible for:

- the availability of third-party websites;
- the accuracy or completeness of third-party content;
- privacy or security practices adopted by third parties;
- products or services offered by third parties; or
- any loss or damage arising from the use of third-party resources.

Users access third-party websites entirely at their own discretion and are encouraged to review the applicable legal terms and privacy notices before using such websites or providing personal information.

15. Confidentiality of Communications

KGS Consulting recognizes the importance of protecting confidential and proprietary information shared through the Website and associated communication channels.

While reasonable safeguards are implemented to protect information transmitted through our digital platforms, users should exercise appropriate caution when submitting information electronically. Unless specifically requested or required as part of an existing professional engagement, users should not transmit confidential, proprietary, legally privileged, highly sensitive, or regulated information through general contact forms, public email addresses, or other publicly accessible communication channels available on the Website.

Submission of information through the Website does not, by itself:

- create any duty of confidentiality beyond obligations imposed by applicable law;
- establish a consultant-client, advisor-client, fiduciary, or legal relationship;
- constitute acceptance of a consulting assignment; or
- create any obligation upon KGS Consulting to review, retain, or respond to such information.

Where confidential information is exchanged as part of a formal engagement, the handling of such information shall be governed by the applicable engagement letter, non-disclosure agreement, data processing agreement, statement of work, or other contractual arrangement executed between the parties.

16. Disclaimer of Warranties

The Website and all content, publications, resources, tools, digital materials, and services made available through it are provided on an "as is" and "as available" basis.

To the maximum extent permitted by applicable law, KGS Consulting does not make any express, implied, statutory, or other warranties or representations regarding the Website or its content, including, without limitation, warranties relating to:

- accuracy;
- completeness;
- reliability;
- timeliness;
- merchantability;
- satisfactory quality;
- fitness for a particular purpose;
- uninterrupted availability;
- compatibility with any device or software;
- freedom from errors or omissions;
- freedom from viruses or other malicious code; or
- non-infringement of third-party rights.

Although KGS Consulting endeavors to maintain accurate and current information, we do not warrant that:

- Website content will always reflect the latest legal, regulatory, judicial, technological, or industry developments;
- the Website will always remain available without interruption;
- defects or errors will always be corrected immediately; or
- downloads from the Website will always be free from security risks.

Users are responsible for implementing appropriate safeguards, including antivirus protection, access controls, backups, and other reasonable security measures when accessing or downloading information from the Website.

Nothing contained in these Terms excludes any rights that cannot lawfully be excluded under applicable law.

17. Limitation of Liability

To the fullest extent permitted under applicable law, KGS Consulting, its directors, officers, employees, consultants, affiliates, licensors, partners, and representatives shall not be liable for any direct, indirect,

incidental, consequential, special, exemplary, punitive, or economic loss or damages arising out of or relating to:

- access to or inability to access the Website;
- reliance upon Website content;
- errors, inaccuracies, or omissions;
- interruption or unavailability of the Website;
- cybersecurity incidents affecting third-party infrastructure;
- unauthorized access to user communications;
- use of third-party websites linked through the Website;
- corruption or loss of data;
- business interruption;
- loss of profits;
- loss of business opportunities;
- reputational damage; or
- any decision made based upon information obtained from the Website.

KGS Consulting shall not be responsible for any loss resulting from circumstances beyond its reasonable control, including failures attributable to internet service providers, telecommunications providers, hosting providers, cloud service providers, or other third parties.

Nothing contained in these Terms limits liability where such limitation is prohibited under applicable law or arises from fraud, willful misconduct, or any liability that cannot legally be excluded.

18. Indemnification

You agree to indemnify, defend, and hold harmless KGS Consulting, its directors, officers, employees, consultants, affiliates, licensors, contractors, and representatives from and against any claims, actions, proceedings, liabilities, losses, damages, penalties, costs, and expenses (including reasonable legal and professional fees) arising out of or relating to:

- your violation of these Terms;
- your unlawful use of the Website;
- your infringement of any intellectual property or other rights of a third party;
- information submitted by you through the Website;
- misuse of Website content;
- violation of applicable laws or regulations; or
- any negligent, fraudulent, or wrongful act or omission attributable to you.

KGS Consulting reserves the right to assume exclusive control of the defense and settlement of any matter subject to indemnification under this section. Users agree to reasonably cooperate with KGS Consulting in connection with such defense.

19. Suspension and Termination of Access

KGS Consulting reserves the right, at its sole discretion and without prior notice where appropriate, to suspend, restrict, or terminate access to all or any part of the Website where it reasonably believes that:

- these Terms have been violated;
- applicable law requires such action;
- Website security has been compromised;
- unauthorized or fraudulent activities have been identified;
- intellectual property rights have been infringed;
- technical maintenance is required;
- continued access may adversely affect the Website, other users, or KGS Consulting; or
- suspension or termination is otherwise necessary to protect legitimate business interests.

Suspension or termination of Website access shall not affect any rights, obligations, liabilities, or remedies that have accrued prior to such suspension or termination.

KGS Consulting may also modify, discontinue, replace, or permanently withdraw any part of the Website, publications, resources, tools, or services without creating any obligation to continue providing such content.

20. Force Majeure

KGS Consulting shall not be responsible for any delay, interruption, degradation, or failure in the availability or operation of the Website arising from events beyond its reasonable control.

Such events may include, without limitation:

- natural disasters;
- fire;
- flood;
- earthquake;
- epidemic or pandemic;
- war;
- terrorism;
- civil unrest;
- strikes or labor disputes;

- governmental actions;
- judicial or regulatory orders;
- telecommunications failures;
- internet outages;
- failures of cloud service providers;
- cyberattacks or widespread technology disruptions;
- power failures; or
- any other event that could not reasonably have been anticipated or prevented.

Where reasonably practicable, KGS Consulting will endeavor to restore affected services as soon as circumstances permit.

The occurrence of a Force Majeure event shall not be interpreted as creating any liability on the part of KGS Consulting for the resulting interruption or unavailability of the Website.

Nothing contained in this section shall relieve either party from complying with obligations that are capable of being performed notwithstanding the occurrence of a Force Majeure event.

21. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its conflict of law principles.

Any dispute, controversy, or claim arising out of or relating to these Terms, the Website, or the use of the Website shall be subject to the exclusive jurisdiction of the competent courts and tribunals having jurisdiction over the registered office of KGS Consulting, unless applicable law provides otherwise.

Nothing contained in these Terms shall restrict KGS Consulting from seeking interim, injunctive, or equitable relief before any court or competent authority having appropriate jurisdiction to protect its intellectual property, confidential information, business interests, or other legal rights.

22. Severability

If any provision of these Terms is held by a court or other competent authority to be invalid, unlawful, unenforceable, or void, such provision shall be deemed severed only to the extent necessary.

The remaining provisions shall continue in full force and effect and shall not be affected by the invalidity or unenforceability of any individual provision.

Where permissible under applicable law, any invalid or unenforceable provision shall be interpreted or replaced in a manner that most closely reflects its original commercial and legal intent.

23. Waiver

No delay, omission, or failure by KGS Consulting to exercise or enforce any right, remedy, or provision under these Terms shall constitute a waiver of that right or any other right.

Any waiver shall be effective only if made expressly in writing by an authorized representative of KGS Consulting.

A waiver of any particular breach shall not be construed as a waiver of any preceding, subsequent, or continuing breach.

24. Entire Agreement

These Terms constitute the entire agreement governing your access to and use of the Website and supersede all prior or contemporaneous understandings, communications, or representations relating to the subject matter of these Terms.

These Terms do not replace or modify any separate agreement entered into between KGS Consulting and a client, vendor, partner, employee, consultant, training participant, or any other person.

Where a separate written agreement governs a specific professional engagement or service, the provisions of that agreement shall prevail to the extent of any inconsistency with these Terms.

25. Contact Us

If you have any questions regarding these Terms or the use of the Website, you may contact KGS Consulting using the details below.

KGS Consulting Pvt. Ltd.

Registered Office:

4th Floor, Earth Vintage, Senapati Bapat Marg,
Dadar West, Mumbai — 400 028

Email:

info@consultkgs.com

Website:

www.consultkgs.com

Telephone:

+91-7208048793

General enquiries regarding our professional services, publications, training programmes, or other business activities may also be submitted through the contact channels available on the Website.

26. Effective Date and Updates

These Terms become effective on the **Effective Date** specified at the beginning of this document and remain in force until replaced or withdrawn by KGS Consulting.

KGS Consulting may amend these Terms from time to time to reflect changes in applicable laws, regulatory requirements, technology, business operations, or Website functionality.

The revised version will be published on the Website together with the updated **Last Updated** date.

Users are encouraged to review these Terms periodically to remain informed of any revisions.

27. Copyright Notice

Unless otherwise expressly stated, all content available on the Website, including publications, articles, whitepapers, research reports, methodologies, frameworks, templates, graphics, logos, software components, and other original works, is protected by applicable intellectual property laws and remains the property of KGS Consulting or its licensors.

Unauthorized copying, reproduction, distribution, modification, commercial exploitation, republication, or creation of derivative works is prohibited except where expressly permitted by applicable law or with the prior written consent of KGS Consulting.