

NeuMails **Terms & Conditions**

Terms of Service

The following terms and conditions (“Terms of Service”) apply to the Services provided by the entity specified on the applicable Service Order (as defined below) on behalf of neuMails, the Developer & Email business unit of Neuaires Global, to the customer ordering the Services or identified in the Service Order (“Customer” or “you”). This business unit includes the brands neuMails, Neuaires. BY SUBSCRIBING TO OUR SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE, WITHOUT RESERVATIONS, TO BE BOUND BY THE LATEST VERSION OF THESE TERMS OF SERVICE.

The Services are exclusively reserved for professional use and are not available to minors under the age of 18.

Defined Terms

The following words, when capitalized, have the meaning stated:

“Affiliate”: Any entity that is owned by, owns, or is under common control with a party.

“Agreement”: Collectively refers to the Service Order, these Terms of Service, and all other documents referenced herein, which together constitute the contract between the Customer and neuMails.

“Confidential Information”: Non-public information disclosed by one party to the other that (i) is designated as “Confidential”; (ii) a reasonable person would understand to be confidential; or (iii) includes a party’s products, customers, marketing, promotions, know-how, or negotiated terms of the Agreement. This does not include information independently developed by the receiving party or known on a non-confidential basis prior to disclosure.

“Configuration Requirements”: Specifications required to perform the Services, such as reference architecture, documentation, or software version.

“Control Panel”: The customer portal accessible to the Customer, containing pricing terms for the Services and designated support users.

“Customer Configuration”: Any Customer configuration or information technology system needed to enable the Services or to which the Services relate.

“Customer Data”: All data received, stored, or transmitted by the Customer using the Customer Configuration.

“Deliverables”: Tangible or intangible materials prepared for the Customer's use during the performance of the Services, specifically identified and described in a Service Order as Deliverables.

“Intellectual Property”: Patents, copyrights, trademarks, trade secrets, software and source code, specifications, ancillary documentation, and any other proprietary intellectual property rights.

“Personal Data”: (i) Personally identifiable information or data referred to as personal data (including sensitive personal data) under applicable data protection or privacy laws, which can identify a person alone or in combination with other information; (ii) trade secrets; (iii) financial records; and (iv) other sensitive, regulated, or confidential information.

“Representatives”: A party's respective service providers, officers, directors, employees, contractors, Affiliates, suppliers, and agents.

“Services”: The services identified in a specific Service Order.

“SLA”: Any provision specifying a credit remedy for a failure to deliver the Services to the identified standard.

“Service Order”: The document describing the Services being purchased, including any online order, process, or tool used to request or provision Services.

Services & Support

2.1 General. neuMails will provide the Services in accordance with the Agreement and all applicable laws. neuMails shall have no obligation to provide Services for Customer Configurations that do not meet the Configuration Requirements. neuMails will provide support only to individuals designated in the Control Panel and is not required to provide support directly to your end users.

2.2 Service Level Agreement. neuMails guarantees that the services (comprising the API, SMTP, and Outbound Delivery services listed on our status page) will be available 99.99% of the time in any given monthly billing period, excluding maintenance. You are entitled to a credit of 5% of your monthly fee for the Services for each 30 minutes of unavailability (after the first 0.01%) in a given monthly period.

To receive a credit, you must request it by creating a support ticket in the Control Panel within thirty (30) days following the end of the downtime. You must demonstrate that your use of the Services was adversely affected in some way as a result of the downtime to be eligible for the credit.

The maximum total credit for the monthly billing period, including all guarantees, shall not exceed 50% of the fees for that billing period. Credits that would be available but for the limitation to open a support ticket within the timeframe set forth above will not be carried forward to future billing periods; eligible credits will only be carried forward to the extent the Customer renews its subscription for the subsequent term period.

2.3 Delivery & Filtering. neuMails will use commercially reasonable efforts to deliver your email messages, but cannot guarantee delivery. Third-party filtering services and other policies of recipient email services may prevent successful delivery of your messages.

While our Service does provide some email filtering services designed to filter spam, it does not provide virus scanning. It is recommended that you employ additional security measures to protect against spam, email phishing attempts, and email infected with viruses. You acknowledge that the limitations of the filtering service will likely result in the capture of some legitimate email and the failure to capture some unwanted email, including email infected with viruses.

neuMails or Neuables Global is not responsible for any damages arising from the failure of the Service's filtering services to filter unwanted email or from the capture of legitimate email, or from a failure of your email to reach its intended recipient. Furthermore, You acknowledge that neuMails does not control the transfer of Data via the internet and cannot be held responsible for delays or delivery problems arising from internet or other outside connection issues.

Unsupported & Test Services. neuMails may designate Services as “non-standard,” “reasonable endeavours,” or “best efforts,” or with a similar designation (collectively “Unsupported Services”). neuMails makes no representation or warranty with respect to Unsupported Services except that it will use good faith efforts as may be expected of technicians having generalized knowledge and training in information technology systems. neuMails has no guarantee of results in this regard.

neuMails or Neuaires Global shall not be liable to you for any loss or damage arising from the provision of Unsupported Services, and SLAs shall not apply to Unsupported Services or any other aspect of the Customer Configuration that is adversely affected by Unsupported Services. If you use any Services that have been designated as “Test,” “Beta,” or “early access,” or with a similar designation, then your use of those Services is subject to the neuMails Test Terms as provided to Customer.

General Disclaimers. neuMails makes no commitment to provide any services other than those stated in the Service Order. neuMails is not responsible to you or any third party for unauthorized access to your Customer Data or for unauthorized use of the Services that is not solely caused by neuMails’ failure to meet its security obligations in Section (Security and Data Privacy). neuMails and its Representatives disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including implied warranties such as merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. neuMails expressly reserves the right, at any time during the term of the Agreement, to adapt, arrange, and/or modify any of the components granting access and use rights to the Service and the associated documentation, provided that the maintenance and support commitments are complied with for these operations. Similarly, neuMails may, at any time, discontinue providing a platform deemed undesirable and/or obsolete and migrate services to a new infrastructure; in which case, neuMails will endeavour to inform you as early as possible.

Open Source Software. neuMails may use certain open-source software within our systems (such as Linux, OpenStack, and software licensed under the Apache, GPL, MIT, or other open-source licenses, collectively "Open Source Software") and makes no representation or warranty whatsoever regarding any such software or with regard to any third-party products or services that may be recommended for your consideration or provided to you in connection with the Services.

3. CUSTOMER OBLIGATIONS

3.1 General Usage. You may use the Services for commercial and professional purposes only, and not in any situation where failure of the Services or the Customer Configuration could lead to death, serious bodily injury, or environmental damage. You agree to enable neuMails Email's reasonable access to the Customer Configuration for performing the Services and invoicing. You must cooperate with neuMails reasonable investigation of outages, security problems, and suspected breaches of the Agreement. Keeping your account permissions, billing, and other account information up to date is your responsibility. Your use of any Customer Configuration provided by neuMails must comply with the Acceptable Use Policy (AUP) at <http://www.neumails.com/aup>. You are solely responsible for the suitability of the Services and your compliance with applicable laws, including export and data privacy laws. You also agree to ensure that your users comply with the Agreement (including the AUP). If we determine that your actions or omissions (or those of your users) violate the AUP, we reserve the right to take additional action to preserve the integrity of our Services and comply with applicable laws.

3.2 Compliance with Documentation. You agree to adhere to the documentation provided by neuMails and Neuiales Global on their respective websites. neuMails reserves the right to establish new procedures for your use of the Services as deemed necessary for optimal performance. This includes adhering to individual email message size limits to prevent permanent loss, which currently stands at 25MB including attachments for transactional emails and 100KB for promotional emails.

3.3 Data Backup Responsibility. neuMails will only back up data as specified in a Service Order. It is your responsibility to ensure the integrity and security of Customer Data by regularly backing up and validating backups on a separate environment from the Customer Configuration.

3.4 Suspension of Services. neuMails reserves the right to suspend the Services (either fully or partially) without liability if: (i) there is a reasonable belief or determination that the Services are being used in violation of the Agreement (including the AUP); (ii) you fail to cooperate with a reasonable investigation of any suspected violation of the Agreement (including the AUP); (iii) there is an attack on the Services or unauthorized access or manipulation of your Services by a third party; (iv) neuMails is required by law, or by a regulatory or government body to suspend the Services; or (v) there is another event for which neuMails reasonably believes that suspension or alteration of the Services is necessary to protect the neuMails network, company, group companies, or other customers.

In the event that Services are reinstated after suspension due to non-payment or breach of the Agreement (including the AUP), you agree to pay a reinstatement fee of \$500. If neuMails suspends the Services pursuant to this Section 3.4 more than twice in a calendar month or three times during the applicable term, neuMails reserves the right to immediately terminate the Agreement for breach upon written notice, in addition to any other remedies available under the Agreement or otherwise at law or in equity.

SECURITY AND DATA PRIVACY

4.1 General Security Measures. You are responsible for employing reasonable security measures in conjunction with your use of the Services, including adequately securing and encrypting Personal Data stored on or transmitted using the Customer Configuration. Customer Data remains your exclusive property at all times. neuMails will not utilize or disclose Customer Data except as necessary to perform the Services or as required by law.

Sensitive Data Handling. Customer agrees not to supply neuMails with, or utilize the Services for, any sensitive personal data, protected health information, or other similarly classified information without obtaining neuMails prior written consent and entering into a separate agreement with neuMails governing the transmission of such information.

Security Testing. You may not attempt to assess, scan, exploit, or test the security of any neuMails system or network, or to circumvent neuMails security or authentication measures, without our prior written consent. Any such security testing must be conducted under a separate agreement with neuMails, which will specify the scope and include appropriate restrictions and requirements.

4.2 Content Privacy. You acknowledge that the Services may entail the transmission of unencrypted email in plain text over the public internet. It is your responsibility to encrypt any Personal Data used with the Services. Email sent via the Services may be unsecured, susceptible to interception by other users of the public internet, and subject to storage and disclosure by third parties (e.g., a recipient's email service provider). While the Services support TLS, content may be transmitted without encryption if the recipient does not also support TLS.

INTELLECTUAL PROPERTY

5.1 Pre-Existing. Each party shall maintain exclusive ownership of Intellectual Property created, authored, or invented prior to the initiation of the Services. If you provide neuMails with your pre-existing Intellectual Property ("Customer IP"), you grant neuMails a limited, worldwide, non-transferable, royalty-free license (with the right of sublicense where necessary to perform the Services) to use the Customer IP solely for providing the Services during the term of the applicable Service Order. You warrant that you possess all necessary rights in the Customer IP to grant this license and that NeuMails's use of the Customer IP will not infringe upon the Intellectual Property rights of any third party.

5.2 Created by NeuMails. Unless otherwise specified in the Service Order, and excluding any Customer IP, neuMails will own all Intellectual Property created while providing the Services or included in the Deliverables. Upon full payment for the Services, neuMails grants you a limited, non-exclusive, non-transferable, royalty-free license (without the right to sublicense) to use any Deliverables and, during the Service Order term, any Intellectual Property (excluding Third Party Software and Open Source Software) provided by neuMails as part of the Services for your internal use necessary to benefit from the Services.

5.3 Open Source. If neuMails uses any Open Source Software as part of the Services provided to you, such software is governed by the terms of the relevant open source license. In case of conflict with these Terms of Service, the open source license terms will prevail.

5.4 Third Party Software. neuMails may provide third-party software for your use as part of the Services or to assist in the delivery of the Services ("Third Party Software"). Unless otherwise permitted by the terms of the applicable license, you may not: (i) assign, grant, or transfer any interest in the Third Party Software to another individual or entity; (ii) reverse engineer, decompile, copy, or modify the Third Party Software; (iii) modify or obscure any copyright, trademark, or other proprietary rights notices contained in or on the Third Party Software; or (iv) exercise any of the reserved Intellectual Property rights provided under the laws governing the Agreement. You may only use Third Party Software provided for your use as part of the Services (identified on the Service Order) on the Customer Configuration on which it was originally installed, subject to any additional restrictions identified in these Terms of Service or the Service Order. You are prohibited from using Third Party Software that neuMails installs to assist in the delivery of the Services. Upon termination of the Service Order, you will permit the removal of the Third Party Software. neuMails makes no representation or warranty regarding Third Party Software except that neuMails has the right to use or provide the Third Party Software and that neuMails is in material compliance with the applicable license.

5.5 Infringement. If the delivery of the Services infringes the intellectual property rights of a third party and neuMails determines that it is not reasonably or commercially practicable to obtain the right to use the infringing element, or modify the Services or Deliverable such that they do not infringe, then neuMails may terminate the Service Order on thirty days' notice and will not have any liability on account of such termination except to refund amounts paid for unused Services (prorated as to portions of Deliverables deemed infringing).

FEES

6.1 Fees. You agree to pay the fees for the Services based on the rates and charges set forth in your Control Panel or Service Order, as applicable. Fees are due in advance of the service period. If you have arranged for payment by credit card, neuMails will charge your card or account before the start of the service period. Fees must be paid in the currency identified in your Control Panel or Service Order, as applicable. You are solely responsible for all wire transfer and other bank fees associated with the delivery of payments to neuMails or Neuailles Global.

6.2 Fee Adjustments. neuMails or Neuailles Global reserves the right to adjust the pricing terms for your use of the Services. For Customers without an active Service Order (self-service Customers), such changes will take effect immediately upon notification in accordance with Section 11 of these Terms of Service. For Customers with an active Service Order (contract Customers), any revised rates or charges will apply at the start of the next renewal term of the Service Order. If a third-party license or service provider increases the fee charged to neuMails for your use of Third Party Software or services, neuMails may adjust your fees accordingly with thirty (30) days' advance written notice. Self-service customers can manage their plan through their online account on neuMails website, with upgrades taking effect immediately and downgrades taking effect at the end of the current term.

6.3 Tax Responsibilities. All amounts owed to neuMails or Neuailles Global under the Agreement do not include any value added, goods and services, sales, use, or similar taxes ("Tax"). You are responsible for paying any applicable Tax or providing neuMails with valid proof of your tax-exempt status before invoicing. You must also provide neuMails with accurate and sufficient documentation to determine if any Tax is due. Payments to neuMails should not include any withholding or deduction for taxes except for Local Withholding Taxes that you are required to withhold and remit to the relevant tax authority on neuMails behalf. You agree to promptly provide neuMails with accurate information and documentation regarding any such Local Withholding Taxes paid. neuMails will credit your account for these taxes upon receiving adequate evidence of payment.

7. TERM AND TERMINATION

7.1 Term. The Agreement will remain in effect until terminated according to its terms or until the termination of the last active Service Order, whichever is later.

For self-service customers, unless otherwise specified in the applicable Service Order, the initial term is one year and will automatically renew at the end of each billing period unless either party provides written notice of non-renewal at least thirty (30) days before the current term expires.

For contract customers, unless otherwise specified in the applicable Service Order, the term will be as stated in the applicable Service Order and will automatically renew at the end of the applicable term unless either party provides written notice of non-renewal at least thirty (30) days before the current term expires.

7.2 Termination for Cause. Either party may terminate the Agreement or the affected Service Order(s) for cause on written notice if the other party materially breaches the Agreement and, where the breach is remediable, does not remedy the breach within forty-five (45) days of the non-breaching party's written notice describing the breach.

7.2.2 Either party may terminate the Agreement and the Service Order(s) on written notice if the other enters into compulsory or voluntary liquidation, or ceases for any reason to carry on business, or takes or suffers any similar action which the other party reasonably

believes means that it may be unable to pay its debts. Notwithstanding anything to the contrary in the Agreement, the fees for the Services shall become due immediately on such an occurrence.

There are no refunds for any fees paid or email purchased.

8. CONFIDENTIAL INFORMATION

8.1 Generally. Each party agrees to use the other party's Confidential Information solely in connection with the performance or use of the Services, the exercise of its legal rights under the Agreement, or as required by law, and to use reasonable care to protect such Confidential Information from unauthorized disclosure. Each party further agrees not to disclose the other party's Confidential Information to any third party except: (i) to its Representatives, provided that such Representatives agree to confidentiality measures that are at least as stringent as those stated in these Terms of Service; (ii) as required by law; or (iii) in response to a subpoena, court order, or other compulsory legal process, provided that the party subject to such process shall give the other party written notice at least seven days prior to disclosing Confidential Information unless the law forbids such notice.

8.2 Routing Data. Your email messages and other items sent or received via the mail service will include information that is created by the systems and networks that are used to create and transmit the message including information such as server hostnames, IP addresses, timestamps, mail queue file identifiers, and spam filtering information ("message routing data"). You agree that neuMails may view and use the message routing data for our general business purposes, including maintaining and improving security, improving our services, and developing products. In addition, you agree that neuMails may disclose message routing data to third parties in aggregate statistical form, provided that neuMails does not include any information that could be used to identify you.

8.3 Usage Data. neuMails collects and stores information related to your use of the Services, such as use of the Website, API, SMTP, and filtering choices and usage. You agree that neuMails may use this information for our general business purposes and may disclose the information to third parties in aggregate statistical form, provided that neuMails does not include any information that could be used to identify you.

9. LIMITATIONS ON DAMAGES

9.1 Direct Damages. Notwithstanding anything in the Agreement to the contrary, except for liability arising from death or personal injury caused by negligence, willful misconduct, fraudulent misrepresentation, or any other loss or damages for which such limitation is expressly prohibited by applicable law, the maximum aggregate monetary liability of neuMails and any of its Representatives in connection with the Services or the Agreement under any theory of law shall not exceed the total amount paid for the Services that are the subject of the claim in the twelve months immediately preceding the event(s) that gave rise to the claim.

9.2 Indirect Damages. Neither party (nor any of our Affiliates or Representatives) is liable to the other for any indirect, special, incidental, exemplary, or consequential loss or damages of any kind. Neither of us is liable for any loss that could have been avoided by the damaged party's use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either of us be liable to the other for any punitive damages or for any loss of profits, data, revenue, business opportunities, customers, contracts, goodwill, or reputation.

9.3 SLA Credits. The credits stated in any applicable SLA are your sole and exclusive remedy for neuMails' failure to meet those guarantees for which credits are provided. The maximum total credit(s) for failure to meet any applicable SLA for any calendar month shall not exceed fifty percent (50%) of the then current monthly recurring fee for the Services. Credits that would be available but for this limitation will not be carried forward to future months. You are not entitled to a credit if you are in breach of the Agreement (including violation of the AUP) at the time of the occurrence of the event giving rise to the credit until you have remedied the breach. No credit will be due if the credit would not have accrued but for your action or omission, nor for downtime or outages resulting from denial of service attacks, virus activity, hacking attempts, or any other circumstances that are not within our control.

9.4 Failure of Essential Purpose. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 9 SHALL APPLY EVEN IF THE AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. INDEMNIFICATION

10.1 Indemnity. If neuMails, its Affiliates, or any of its or their Representatives (the "Indemnitees") face a legal claim by a third party arising out of your actual or alleged willful misconduct, breach of applicable law, failure to meet the security obligations required by the Agreement, breach of your agreement with your customers or end users, violation of the AUP, or your breach of Section 5 (Intellectual Property), you will pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine, or other penalty imposed on the Indemnitees as a result of the claim. Your obligations under this Section include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Customer Configuration, and any person who gains access to the Customer Configuration as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you.

10.2 neuMails or Neuailles Global will choose legal counsel to defend the claim, provided that the choice is reasonable and communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. neuMails or Neuailles Global may not settle the claim without your consent, which may not be unreasonably withheld, delayed, or conditioned. You must pay costs and expenses due under this Section as neuMails or Neuailles Global incurs them.

10.3 Intellectual Property Infringement Indemnity

neuMails agrees to indemnify the Customer for any damages resulting from a third-party claim alleging that the Service, when used in accordance with the Agreement, infringes on any intellectual property right. However, this indemnification is subject to the following conditions:

(a) Prompt Notification: The Customer must promptly notify neuMails in writing within ten (10) days of receiving any such claim.

(b) Cooperation with Defense: The Customer must allow neuMails to control and direct the investigation, preparation, and defense of the claim. This includes full cooperation from the Customer.

(c) Settlement Approval: neuMails is not responsible for any settlement the Customer agrees to without neuMails' prior written approval.

neuMails' Options in Response to a Claim

Upon receiving a notice of an intellectual property infringement claim, neuMails may, at its sole discretion, take one of the following actions:

(a) Procure Continued Use: Obtain the right for the Customer to continue using the Service.

(b) Modify the Service: Replace or modify the Service to ensure it is no longer infringing.

Termination for Non-Commercial Viability

If neuMails determines that neither option (a) nor (b) is commercially reasonable, the Customer must cease accessing and using the Service upon written request. In this scenario, neuMails will provide a pro-rated refund for the unused portion of the Service.

Limitations of Indemnity

neuMails' indemnification under this paragraph does not apply to intellectual property infringement claims arising from:

(a) Customer Breach: The Customer's use of the Service in violation of these Terms of Service.

(b) Third-Party Integration: The combination or use of the Service with other applications, products, or services that cause the infringement, where the Service itself wouldn't be infringing.

(c) Free or Trial Services: Services provided free of charge, or those offered as trials, evaluations, or beta versions.

This clause outlines neuMails' entire liability and the Customer's sole and exclusive remedy for intellectual property infringement claims or allegations by a third party.

11. NOTICES

For all your day-to-day inquiries and communication regarding the neuMails Services, reaching out to your account team through the Control Panel is the preferred method. However, for important notices related to terminating the Agreement due to a breach, seeking indemnification, or any other legal matter, a two-step approach is required. First, you must send an electronic notification to a designated email address provided by neuMails. Second, you should send a hard copy of the same notice via certified or registered first-class mail to neuMails' physical address, which can be found within the Agreement or will be provided upon request. This ensures both parties have a timely electronic record and a physical copy for future reference, as is necessary for legal matters.

12. PUBLICITY, USE OF MARKS

The Agreement outlines how our companies will be presented publicly. By default, neuMails or Neuaires Global can disclose that they provide services to your company and use your name and logo to identify you in promotional materials like press releases. However, you'll need neuMails' or Neuaires Global written consent before issuing any press releases or public statements about the Agreement, using their name, logo, or other identifiers, or disclosing your use of their services. This ensures clear communication and avoids any confusion in the marketplace.

13. ASSIGNMENT/SUBCONTRACTORS

This Agreement generally cannot be assigned to another company by either party without written permission from the other. Exceptions exist for mergers, acquisitions, or similar corporate changes where one party becomes a successor to the other. In such cases, the assigning party must still notify the other party about the change in control. neuMails can use affiliated companies or subcontractors to deliver some or all of the Services. However, they remain fully responsible under the Agreement for any work performed by these affiliates or

subcontractors, just as if neuMails did it themselves. It's important to acknowledge that these affiliates or subcontractors might be located outside the region where you choose to store your Customer Data. If legally required, both parties agree to negotiate any necessary agreements to ensure the lawful transfer of your Customer Data. This clarifies the legalities of assignment and subcontracting while emphasizing data security.

14. FORCE MAJEURE

Neither you nor neuMails will be considered in breach of the Agreement if an unforeseen event beyond your control prevents you from fulfilling your obligations. Such events, known as "Force Majeure," include significant power grid failures, internet outages, natural disasters, wars, riots, epidemics, or labour strikes. If a Force Majeure event occurs, the Agreement is automatically suspended for the duration of the event. Neither party will be liable for delays or failure to perform obligations caused by the Force Majeure event. However, the affected party must promptly notify the other party in writing about the specific obligations they cannot fulfil due to the event. Additionally, reasonable efforts should be made to resume performance as soon as possible. It's important to note that Force Majeure events do not excuse obligations related to payments, confidentiality, or intellectual property rights. These obligations remain in effect regardless of such events.

Governing Law

In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees. The Agreement shall be governed by the laws in India. All legal actions in connection with the Agreement shall be brought to the courts located in Delhi, India. Any legal actions in connection with the Agreement where the client is located outside India shall also be brought to the courts located in New Delhi, India.