Marathon Apps Terms & Conditions

The Boston Marathon App and the information, tools and material contained in it (referred to herein as “App”) are not directed to, or intended for distribution to or use by, any person or entity who is a citizen or resident of or located in any jurisdiction where such distribution, publication, availability or use would be contrary to law or regulation or which would subject Tata Consultancy Services Limited or its affiliates (collectively "TCS") to any registration or licensing requirement within such jurisdiction.

The App is subject to periodic update and revision. Materials should only be considered current as of the date of initial publication appearing thereon, without regard to the date on which you may access the information. TCS maintains the right to delete or modify information on the App without prior notice.

Limited License

Subject to the terms and conditions set forth in this Agreement, TCS will grant a non-exclusive, non-transferable, limited right to access the App, only for personal, non-commercial purposes.

You hereby agree and confirm that:

- Access to the App and the information contained herein is not unlawful under the applicable laws of the jurisdiction where you are resident and from where you are accessing the App.
- Access to information on the App does not in any manner constitute an offer to sell or a solicitation of any offer to buy any of the securities of Tata Consultancy Services Limited.
- The information on the App is not and is under no circumstances to be construed as, an advertisement or a public offering of the securities of Tata Consultancy Services Limited or any other security that may be described herein.
- No securities regulatory body or similar authority in any jurisdiction has reviewed or in any way passed upon or endorsed the information on the App or the merits of the securities that may be described herein and any representation to the contrary may be construed as an offence under applicable laws.
- You shall not circulate copies of this information in any manner (including but not restricted to photocopying and email) of the information and data on the App. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the contents to anyone.

You agree not to:

- Interrupt or attempt to interrupt the operation of the App in any way.
- Intrude or attempt to intrude into the App in any way.
- Post any obscene, defamatory or offensive materials on the App.
- Obscure any materials, including this notice, already posted on the site.
- Use the site or any contents thereof to defame, intimidate, offend or otherwise cause nuisance or breach the rights of any person, nor to incite others to do so.

This authorization is not a transfer of title in any of the information in the App (“Materials”) and your right to view and download the Materials is subject to the following restrictions. You shall:

- Retain, on all copies of the Materials downloaded, all copyright, trademarks and other proprietary notices contained in the Materials;
- Not modify the Materials in any way nor reproduce or display, perform, or distribute or otherwise use them for any public or commercial purpose; and
- Not transfer the Materials to any other person unless you give them notice of, and they agree to accept, the obligations arising under these terms and conditions of use.

You agree to abide by all additional restrictions displayed on the App as may be updated from time to time. The App, including all Materials, is copyrighted and protected by worldwide copyright laws and treaty provisions. You agree to comply with all copyright laws worldwide in your use of this App and to prevent
any unauthorized copying of the Materials. Except as expressly provided herein, TCS does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information.

You acknowledge that the information, material or services included in or available through the App may include inaccuracies or typographical errors. Changes are periodically made to the App and to the information therein. TCS and/or its respective suppliers may make improvements and/or changes in the App at any time. Advice received via this App should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

You specifically agree that TCS shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the App. You specifically agree that TCS is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that TCS is not responsible for any content sent using and/or included in the App by any third party.

In no event shall TCS and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, profits, revenue, reputation or goodwill, arising out of or in any way connected with the use or performance of the App and this site/services, with the delay or inability to use the App and this site/services, the provision of or failure to provide services, or for any information, products, services and material obtained through the App and this site, or otherwise arising out of the use of the App and this site/services, whether based on contract, tort, negligence, strict liability or otherwise, even if TCS or any of its suppliers has been advised of the possibility of damages. If you are dissatisfied with any aspect of the App or any portion of this site/services, or with any of these terms of use, your sole and exclusive remedy is to discontinue using this site/services.

Data Protection

TCS acts solely as a data processor under the direction of the event organiser, (Boston Athletic Association) which is the data controller in relation to the processing of your personal data. The security controls put in place for the protection of your personal data provided to TCS by said event organiser will be in line with any provisions which the event organiser has stipulated to TCS as per the services agreement between these two parties and as required by the General Data Protection Regulation. If you should have any questions regarding the processing of your personal data by TCS or your rights associated with your personal data, you should reach out to (Boston Athletic Association) as per their privacy notice located at https://www.baa.org/privacy-policy

The foregoing are subject to the Laws of Massachusetts and the Massachusetts courts shall have the exclusive jurisdiction on any dispute that may arise out of the use of the App and this site. YOU EXPRESSLY WAIVE YOUR RIGHT TO A TRIAL BY JURY.

Please proceed only if you accept all the conditions set out above.