

## TERMS OF USE

### Effective Date 01 March 2024

Our Terms of Use were last updated on 01 March 2024

Please read these terms and conditions carefully before using Our Website.

### AGREEMENT TO OUR LEGAL TERMS

We are Indian Muneem, (**Company, We, Us, Our**). We operate [www.indianmuneem.com](http://www.indianmuneem.com) as well as any other related products and services that refer or link to the “**Legal Terms**”) (collectively “**the Website**”).

You can contact us by mail at Plot No. 14, Rajiv Gandhi Chandigarh Technology Park, Chandigarh, India or by email to [privacy@indianmuneem.com](mailto:privacy@indianmuneem.com).

These legal terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and Indian Muneem concerning your access to and use of the Website. You agree that by accessing the Website, you have read, understood, and agreed to be bound by all of these legal terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEBSITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental Terms and Conditions or Documents that may be posted on the Website from time to time are hereby expressly incorporated herein by reference. We reserve, the right in our Sole Discretion, to make changes or modifications to these Legal Terms for any time and for any reason. We will alert you about the changes by updating the “Last Updated” date of these legal terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of the updates. You will be subject to and deemed to have been made aware of and have accepted, the changes in any revised Legal Terms, by your continued use of the Website after the date such revised legal terms are posted.

We recommend that you print a legal copy of these legal terms for your records.

### ACKNOWLEDGMENT

These are the Terms of Use governing the use of the Website and the agreement that operates between You and the Company. These Terms of Use set out the rights and obligations of all users regarding the use of the Website.

Your access to and use of the Website is conditioned on Your acceptance of and compliance with these Terms of Use. These Terms of Use apply to all visitors, users, and others who access or use the Website.

By accessing or using the Website. You agree to be bound by these Terms of Use. If You disagree with any part of these Terms of Use then You may not access the Website.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Website.

Your access to and use of the Website is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Website

## Contents

1 INTERPRETATION AND DEFINITIONS .....	4
2 AGREEMENT TO TERMS .....	4
3 ACCESS TO THE SITE .....	5
4 OUR SERVICES .....	5
5 INTELLECTUAL PROPERTY RIGHTS .....	6
6 USER CONTENT .....	8
7 YOUR RIGHT TO POST CONTENT .....	9
8 CONTENT RESTRICTIONS .....	9
9 CONTENT BACKUPS .....	10
10 USER REPRESENTATIONS .....	10
11 USER REGISTRATION .....	10
12 PROHIBITED ACTIVITIES .....	10
13 USER GENERATED CONTRIBUTIONS .....	11
14 CONTRIBUTION LICENSE .....	12
15 SERVICES MANAGEMENT .....	13
16 GUIDELINES FOR REVIEWS .....	13
17 MOBILE APPLICATION LICENSE .....	14
18 SOCIAL MEDIA .....	14
19 SUBMISSIONS .....	15
20 THIRD-PARTY WEBSITE AND CONTENT .....	15
21 ADVERTISERS .....	16
22 SITE MANAGEMENT .....	16
23 PRIVACY POLICY .....	16
24 TERM AND TERMINATION .....	16
25 MODIFICATIONS AND INTERRUPTIONS .....	17
26 GOVERNING LAW .....	17
27 DISPUTE RESOLUTION .....	17
28 CORRECTIONS .....	19
29 DISCLAIMER .....	19
31 INDEMNIFICATION .....	21
32 USER DATA .....	21
33 ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES .....	21
34 CALIFORNIA USERS AND RESIDENTS .....	21
35 COLORADO USERS AND RESIDENTS .....	21
36 CONNECTICUT USERS AND RESIDENTS .....	22

<b>37 UTAH USERS AND RESIDENTS</b> .....	22
<b>38 VIRGINIA USERS AND RESIDENTS</b> .....	22
<b>39 IOWA USERS AND RESIDENTS</b> .....	22
<b>40 INDIANA USERS AND RESIDENTS</b> .....	23
<b>41 TENNESSEE USERS AND RESIDENTS</b> .....	23
<b>42 TEXAS USERS AND RESIDENTS</b> .....	23
<b>43 FLORIDA USERS AND RESIDENTS</b> .....	24
<b>44 MONTANA USERS AND RESIDENTS</b> .....	24
<b>45 OREGON USERS AND RESIDENTS</b> .....	24
<b>46 DELAWARE USERS AND RESIDENTS</b> .....	24
<b>47 FOR EUROPEAN UNION (EU) USERS</b> .....	25
<b>48 FOR UNITED STATES USERS AND RESIDENTS</b> .....	25
<b>49 FOR AUSTRALIAN USERS AND RESIDENTS</b> .....	25
<b>50 FOR NEW ZEALND USERS AND RESIDENTS</b> .....	25
<b>51 REPUBLIC OF SOUTH AFRICA USERS AND RESIDENTS</b> .....	25
<b>52 UNITED KINGDOM USERS AND RESIDENTS</b> .....	25
<b>53 CANADA USERS AND RESIDENTS</b> .....	26
<b>54 SINGAPORE USERS AND RESIDENTS</b> .....	26
<b>55 UNITED ARAB EMIRATES USERS AND RESIDENTS</b> .....	26
<b>56 OMAN USERS AND RESIDENTS</b> .....	26
<b>57 KUWAIT USERS AND RESIDENTS</b> .....	26
<b>58 BAHARAIN USERS AND RESIDENTS</b> .....	26
<b>59 JORDAN USERS AND RESIDENTS</b> .....	27
<b>60 MALTA USERS AND RESIDENTS</b> .....	27
<b>61 AUSTRIA USERS AND RESIDENTS</b> .....	27
<b>62 BELGIUM USERS AND RESIDENTS</b> .....	27
<b>63 FINLAND USERS AND RESIDENTS</b> .....	27
<b>64 IRELAND USERS AND RESIDENTS</b> .....	27
<b>65 SWITZERLAND USERS AND RESIDENTS</b> .....	27
<b>66 SCOTLAND USERS AND RESIDENTS</b> .....	28
<b>67 ACCEPTABLE USE POLICY</b> .....	28
<b>68 THIRD-PARTY LINKS &amp; ADS</b> .....	28
<b>69 COPYRIGHT POLICY</b> .....	29
<b>70 GENERAL</b> .....	30
<b>72 ENTIRE TERMS</b> .....	31
<b>73 COPYRIGHT/TRADEMARK INFORMATION</b> .....	31
<b>74 YOUR FEEDBACK TO US</b> .....	32

75 MISCELLANEOUS .....	33
76 SEVERABILITY .....	33
77 WAIVER.....	33
78 CHANGES TO THESE TERMS OF USE .....	33
79 AGE RESTRICTION.....	33
80 CONTACT US.....	34

## 1. INTERPRETATION AND DEFINITIONS.

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms of Use:

- **“Affiliate”** means an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- **“Account”** means a unique account created for You to access our Service or parts of our Service.
- **“Company”** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Indian Muneem.
- **“Country”** refers to India.
- **“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **“Device”** means any device that can access the Service such as a computer, a cell phone, or a digital tablet.
- **“Feedback”** means feedback, innovations, or suggestions sent by You regarding the attributes, performance, or features of our Service.
- **“Service”** refers to the Website.
- **“Terms of Use”** (also referred to as "Terms") mean these Terms of Use that form the entire agreement between you and the Company regarding the use of the Service.
- **“Third-party Social Media Service”** means any services or content (including data, information, products, or services) provided by a third-party that may be displayed, included, or made available by the Service.
- **“Website”** refers to the [Indian Muneem Website](http://www.indianmuneem.com) accessible from [www.indianmuneem.com](http://www.indianmuneem.com).
- **“You”** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## 2. AGREEMENT TO TERMS.

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and **Indian Muneem (“Company,” “we,” “us,” or ‘our)**, concerning your access to and use of the [Indian Muneem](http://www.indianmuneem.com) website as well as any other media form, media channel, mobile website or mobile application related, linked,

or otherwise connected thereto (collectively, the "Site"). We are registered in Chandigarh, India and have our registered office at Plot No. 14, Rajiv Gandhi Chandigarh Technology Park, Chandigarh, India. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive special updates of such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site.

### 3. ACCESS TO THE SITE.

**Subject to these Terms.** Company grants you a non-transferable, non-exclusive, revocable, limited license to access the Site solely for your own personal, non-commercial use.

**Certain Restrictions.** The rights approved to you in these Terms are subject to the following restrictions: (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site must be retained on all copies thereof.

Company reserves the right to change, suspend, or cease the Site with or without notice to you. You approved that the Company will not be held liable to you or any third-party for any change, interruption, or termination of the Site or any part.

**No Support or Maintenance.** You agree that the Company will have no obligation to provide you with any support in connection with the Site.

Excluding any User Content that you may provide, you are aware that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by the Company or Company's suppliers. Note that these Terms and access to the Site do not give you any rights, title, or interest in or to any intellectual property rights, except for the limited access rights expressed in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms.

### 4. OUR SERVICES.

The information provided when using the Services is not intended for distribution or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or

which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with their local laws, if and to the extent local laws are applicable.

## **5. INTELLECTUAL PROPERTY RIGHTS.**

### **Our Intellectual Property**

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text photographs, and graphics in the Services (collectively “The Content”), as well as the Trademarks, Service Marks, and Logos contained therein (“the Marks”).

Our Contents and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws), and treaties in the United States and around the world.

The Contents and Marks are provided in our through the Services “AS IS” for your personal, non-commercial use or internal business purpose only.

The Service and its original content (excluding Content provided by You or other users), features, and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

### **Trademarks and Copyrights**

Our trademarks and copyrights may not be used in connection with any product or service without the prior written consent of the Company.

#### **Trademarks**

Indian Muneem and its logo are trademarks or registered trademarks of the Company in India and other countries. You are not permitted to use Indian Muneem's trademarks without prior written consent.

All other trademarks, service marks, and logos used on the Website are the trademarks, service marks, or logos of their respective owners. Any unauthorized use of these trademarks, service marks, or logos may violate copyright, trademark, and other applicable laws.

#### **Copyrights**

All content and materials available on the Website, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, are the property of the Company or its content suppliers and protected by copyright laws.

You may not reproduce, republish, distribute, display, perform, transmit, or create derivative works based on any of the content or materials found on the Website without the prior written consent of the Company or the respective copyright owner.

#### **License Grant**

By submitting or posting any content on the Website, you grant Indian Muneem a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the submitted content in connection with the Website and Indian Muneem's business, including without limitation for promoting and redistributing part or all of the website in any media formats and through any media channels.

## User License

Indian Muneem grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Website for personal and non-commercial use only. This license does not include the right to:

- Use Indian Muneem's name, trademarks, logos, or other proprietary information.
- Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Website.
- Use any data mining, robots, or similar data gathering and extraction methods.
- Download or copy account information for the benefit of another merchant.
- Use the Website in any way that could impair the performance, functionality, or security of the site.

## Your use of Our Services

Subject to your compliance with the legal terms, including the “**PROHIBITED ACTIVITIES**” section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content Marks, may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Contents, or Marks other than as set out in this section or elsewhere in our “Legal Terms”, please address your request [via the link](#). If we ever grant you permission to post, reproduce, or publicly display any part of our Services and Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, re-producing, or displaying your content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these intellectual property rights will constitute a material breach of our Legal Terms and your right to use the Services will terminate immediately.

## Your Submissions

Please review this Section and the **PROHIBITED ACTIVITIES** section below carefully prior to using our Services to understand (a) the rights you give to us and (b) the obligations you have when you post or upload any content through the Services.

**Submissions:** By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services (“Submissions”), you agree to assign us all intellectual property rights in such submission. You agree that we shall own this submission, and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

### You are responsible for what you post or upload:

By sending us submissions through any part of the Services you:

- confirm that you have read and agree with our **PROHIBITED ACTIVITIES** below and will not post, send, publish, upload, or transmit through the Services any submission that is illegal, harassing, hateful, defamatory, obscene,



bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.

- to the extent permissible by applicable law, waive any and all moral rights to any such submission;
- warrant that any such submissions to you or that you have the necessary rights or licenses to submit such submissions and that you have full authority to grant us the above mentioned rights in relation to your submissions; and
- warrant and representations that any such submissions are original to you or that you have the necessary rights and licenses to grant us the above mentioned rights in relation to your Submissions; and
- warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section; (b) any third party's intellectual property rights; (c) or applicable law.

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print any copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all the rights not expressly granted to you in and to the Site, the Content, and the Marks.

## 6. USER CONTENT.

**User Content.** "User Content" means any and all information and content that a user submits to the Site. You are exclusively responsible for your User Content. You bear all risks associated with the use of your User Content. You hereby certify that your User Content does not violate our Acceptable Use Policy.

You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by the Company. Because you alone are responsible for your User Content, you may expose yourself to liability. Company is not obliged to back up any User Content that you post; also, your User Content may be deleted at any time without prior notice to you. You are solely responsible for making your own backup copies of your User Content if you desire.

You hereby grant to the Company an irreversible, nonexclusive, royalty-free, and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site.

You hereby irreversibly waive any claims and assertions of moral rights or attribution with respect to your User Content.



## **7. YOUR RIGHT TO POST CONTENT.**

Our Website allows You to post Content. You are responsible for the Content that You post to the Website, including its legality, reliability, and appropriateness.

By posting Content to the Website, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Website. You retain any and all of Your rights to any Content You submit, post, or display on or through the Website and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Website, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Website does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

## **8. CONTENT RESTRICTIONS.**

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene, or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly-generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights.
- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner of any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

## **9. CONTENT BACKUPS.**

Although regular backups of Content are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

## **10. USER REPRESENTATIONS.**

By using the Site, you represent and warrant that (1) you have the legal capacity and you agree to comply with these legal terms (2) all registration information you submit will be true, accurate, current, and complete; (3) you will maintain the accuracy of such information and promptly update such registration information as necessary; (4) you have the legal capacity and you agree to comply with these Terms of Use; (5) you are not a minor in the jurisdiction in which you reside, or a minor, you have received parental permission to use the Site; (6) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (7) you will not use the Site for any legal or unauthorized purpose; and (8) your use of the Site will not violate any applicable law or regulation.

If you prove any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## **11. USER REGISTRATION.**

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## **12. PROHIBITED ACTIVITIES.**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.

- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ('gifs'), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of, sending unsolicited emails, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Use the Site to advertise or offer to sell goods and services.

### **13. USER GENERATED CONTRIBUTIONS.**

The Site may invite you to chat, contribute to, or participate in blogs, messages, boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary.

The Site does not offer to be used to submit or post content. We may provide you the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and material to us and the Services, including but not limited to text, writing, video, audio, text, and photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third party websites.

When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions for use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten in the legal sense of, those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.
- Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

#### **14. CONTRIBUTION LICENSE.**

You agree that we may access, store and process, and use any information and any personal data that you provide and your choices (including settings).

By submitting suggestions or other feedbacks regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you.

By posting your Contributions to any part of the Site or making Contributions accessible to the Site by linking your account from the Site to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, revocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and

'grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, {as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

#### **15. SERVICES MANAGEMENT.**

We reserve the right, but not the obligation to (i) monitor the Services for violation of these legal terms; (2) take appropriate legal action against anyone who in our sole discretion violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and limitation, refuse, restrict access to, limit the availability of or disable (to the extent technologically feasible); (4) in our sole discretion and without limitation, notice or liability, to remove from the Services or other disable all files and content that are excessive in size or in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property to facilitate the proper functioning of the Services.

#### **16. GUIDELINES FOR REVIEWS.**

We may provide you with areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have first-hand, experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as for the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

We do not assume liability for any review of or for any claims, labels, or losses 'resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## **17. MOBILE APPLICATION LICENSE.**

### **Use License**

If you access the Site via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access of use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is 'not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that's, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited 'commercial e-mail; or (8) use any proprietary information or any of our interfaces or 'our other intellectual property in the design, development, manufacture, licensing, of distribution of any applications, accessories, or devices for use with the application.

### **Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site: 1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributors terms of service; (2) we are not responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license Contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (i) you are not listed 'on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, eg. If you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

## **18. SOCIAL MEDIA.**

As part of the functionality of the Site, you may link your account with online accounts you have with a third party service providers (each such account, a Third-Party Account) by either: (1) providing your Third-Party Account login information through the Site; or 2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the Third-party service powder of the Third-



Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are noted when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your "Third-Party Accounts may be available on and through your account on the Site. Please note that Third-Party Account or associates service becomes unavailable or our access to such Third Party Account is terminated by the Third-Party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site. You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account except the username and profile picture that become associated with your account.

## **19. SUBMISSIONS.**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you for us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **20. THIRD-PARTY WEBSITE AND CONTENT.**

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused for you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.



## **21. ADVERTISERS.**

We allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements, If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. As an advertiser, you agree that such advertisements are subject to our Information Technology Act, 2000 Notice and Policy provisions as described below, and you understand and agree there will be no refund or other compensation for Information Technology Act, 2000 takedown-related issues. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

## **22. SITE MANAGEMENT.**

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law of these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof, (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **23. PRIVACY POLICY.**

We care about data privacy and security. Please review our [Privacy Policy](#). By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site is hosted in India, If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in India, then through your continued use of the Site, you are transferring your data to India, and you agree to have your data transferred to and processed in India.

## **24. TERM AND TERMINATION.**

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve the deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms.

## 25. MODIFICATIONS AND INTERRUPTIONS.

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be able to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## 26. GOVERNING LAW.

These Terms shall be governed by and defined following the laws of India. Indian Muneem and you irrevocably consent that the courts of Chandigarh, India shall have exclusive jurisdiction to resolve any dispute, which may arise in connection with these terms.

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws.

## 27. DISPUTE RESOLUTION.

**Dispute Resolution.** Please read this Arbitration Agreement carefully. It is part of your contract with the Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

**Applicability of Arbitration Agreement.** All claims and disputes in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

**Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to: Company Address. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award to which either party is entitled.

**Additional Rules for Non-Appearance Based Arbitration.** If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

**Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under

applicable law, the Arbitration and Conciliation Act, 1996, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

### **Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these legal terms (each, a “Dispute” and collectively the “Disputes” brought by either you or us (individually, a “Party” and collectively the “Parties”), the parties agree to first attempt to negotiate any Dispute (except those Disputes, expressly provided below) informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **Binding Arbitration**

Any dispute arising out of or in connection with these Legal Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration. The arbitration proceedings shall take place in Chandigarh, India, and the language of the arbitration shall be English. The substantive law governing these legal terms shall be the law of India. The arbitration panel shall consist of a single arbitrator.

### **Restrictions**

The parties agree that any arbitration shall be limited to Disputes between the parties individually. To the full extent, permissible by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any dispute to be arbitrated on a class action basis or to utilize class action procedures; and (c) there is no right or authority for any disputes to be brought in a purported representative capacity on behalf of the general public or any other persons.

### **Exceptions to Informal Negotiation or Arbitration**

The parties agree that the following disputes are not subject to the above provisions concerning informal negotiation, or binding arbitration (a) any disputes seeking to enforce or protect, or concerning the validity of any of the intellectual property rights (b) any dispute relating to or arising from, allegations of theft, piracy, invasion of piracy, or unauthorized use; and (d) any claim for any injunctive relief. If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate, any dispute falling within that portion of this provision found to be illegal or unenforceable and such dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the parties agree to submit to the personal jurisdiction of that court.

### **Waiver of Jury Trial**

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less expensive than rules applicable in a court and are subject to very limited review by a court. In the event, any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

### **Waiver of Class or Consolidated Actions**

All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

## **Confidentiality**

All aspects of the arbitration proceeding shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

## **Severability**

If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

## **Right to Waive**

Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

## **Survival of Agreement**

This Arbitration Agreement will survive the termination of your relationship with the Company.

## **Small Claims Court**

Nonetheless the foregoing, either you or the Company may bring an individual action in small claims court.

## **Emergency Equitable Relief**

Anyhow the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

## **Claims Not Subject to Arbitration**

Notwithstanding the foregoing, claims of defamation, violation and infringement, or misappropriation of the other party's patent, copyright, trademark, or trade secrets shall not be subject to this Arbitration Agreement.

In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Chandigarh India, for such purposes.

## **28. CORRECTIONS.**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **29. DISCLAIMER.**

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES (OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S 'CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1)

ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE 'SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF 'TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR 'THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY (MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

THE SERVICE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY OF THE COMPANY'S PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE SERVICE, OR THE INFORMATION, CONTENT, AND MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICE; OR (IV) THAT THE SERVICE, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF THE COMPANY ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

### **30. LIMITATIONS OF LIABILITY.**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

To the maximum extent permitted by law, in no event shall the company or our suppliers be liable to you or any third-party for any lost profits, lost data, costs of procurement of substitute products, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or incapability to use the site even if the company has been advised of the possibility of such damages. Access to and use of the site is at your own

discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

### **31. INDEMNIFICATION.**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to Intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

### **32. USER DATA.**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

### **33. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES.**

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS, INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or their laws in any jurisdiction that require an original signature of delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

### **34. CALIFORNIA USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd, Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

### **35. COLORADO USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Consumer Protection Section of the Colorado Attorney General's Office. Complaints may be submitted in writing to the following address:

Consumer Protection Section  
Colorado Attorney General's Office  
1300 Broadway, 7th Floor  
Denver, CO 80203

Additionally, complaints can be filed online through the [Colorado Attorney General's website](#).

For further assistance, you may also contact the Consumer Protection Hotline at (800) 222-4444 or (303) 222-4444.



### **36. CONNECTICUT USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Office of the Attorney General, Consumer Assistance Unit, in writing at:

Office of the Attorney General  
Consumer Assistance Unit  
55 Elm Street  
Hartford, CT 06106

Additionally, complaints can be submitted online through the [Connecticut Attorney General's website](#).

For further assistance, you may also contact the Consumer Assistance Unit by phone at (860) 808-5420 or toll-free at (800) 842-2649.

### **37. UTAH USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Utah Division of Consumer Protection, part of the Utah Department of Commerce. Complaints may be submitted in writing to the following address:

Utah Division of Consumer Protection  
160 East 300 South, 2nd Floor  
Salt Lake City, UT 84111

Additionally, complaints can be filed online through the [official website of the Utah Division of Consumer Protection](#).

For further assistance, you may also contact the Utah Division of Consumer Protection by phone at (801) 530-6601.

### **38. VIRGINIA USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Office of the Attorney General, Consumer Protection Section, in writing at:

Office of the Attorney General  
Consumer Protection Section  
202 North Ninth Street  
Richmond, VA 23219

Additionally, complaints can be submitted online through the [official website of the Virginia Attorney General's Office](#).

For further assistance, you may also contact the Consumer Protection Section by phone at (800) 552-9963 (Virginia only) or (804) 786-2042.

### **39. IOWA USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Office of the Attorney General, Consumer Protection Division, in writing at:

Office of the Attorney General  
Consumer Protection Division  
Hoover State Office Building  
1305 E. Walnut Street  
Des Moines, IA 50319



Additionally, complaints can be submitted online through the [official website of the Iowa Attorney General's Office](#).

For further assistance, you may also contact the Consumer Protection Division by phone at (515) 281-5926 or toll-free at (888) 777-4590.

#### **40. INDIANA USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Office of the Attorney General, Consumer Protection Division, in writing at:

Office of the Attorney General  
Consumer Protection Division  
302 West Washington Street, 5th Floor  
Indianapolis, IN 46204

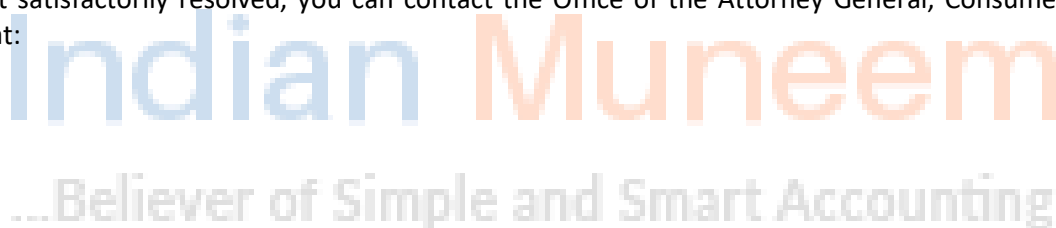
Additionally, complaints can be submitted online through the [official website of the Indiana Attorney General's Office](#).

For further assistance, you may also contact the Consumer Protection Division by phone at (317) 232-6330 or toll-free at (800) 382-5516.

#### **41. TENNESSEE USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Office of the Attorney General, Consumer Protection Division, in writing at:

Office of the Attorney General  
Consumer Protection Division  
P.O. Box 20207 Nashville,  
TN 37202-0207



Additionally, complaints can be submitted online through the [official website of the Tennessee Attorney General's Office](#).

For further assistance, you may also contact the Consumer Protection Division by phone at (615) 741-4737 or toll-free at (800) 342-8385.

#### **42. TEXAS USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Office of the Attorney General, Consumer Protection Division, in writing at:

Office of the Attorney General  
Consumer Protection Division  
PO Box 12548 Austin,  
TX 78711-2548

Additionally, complaints can be submitted online through the [official website of the Texas Attorney General's Office](#).

For further assistance, you may also contact the Consumer Protection Division by phone at (800) 621-0508 or (512) 463-2070.

#### **43. FLORIDA USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Office of the Attorney General, Consumer Protection Division, in writing at:

Office of the Attorney General Consumer Protection Division  
The Capitol, PL-01 Tallahassee,  
FL 32399-1050

Additionally, complaints can be submitted online through the [official website of the Florida Attorney General's Office](#).

For further assistance, you may also contact the Consumer Protection Division by phone at (850) 414-3990 or toll-free at (866) 966-7226.

#### **44. MONTANA USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Office of the Attorney General, Consumer Protection Division, in writing at:

Office of the Attorney General  
Consumer Protection Division  
P.O. Box 200151 Helena,  
MT 59620-0151

Additionally, complaints can be submitted online through the [official website of the Montana Attorney General's Office](#).

For further assistance, you may also contact the Consumer Protection Division by phone at (406) 444-4500 or toll-free at (800) 481-6896.

#### **45. OREGON USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Office of the Attorney General, Consumer Protection Division, in writing at:

Office of the Attorney General  
Consumer Protection Division  
1162 Court Street NE  
Salem, OR 97301-4096

Additionally, complaints can be submitted online through the [official website of the Oregon Attorney General's Office](#).

For further assistance, you may also contact the Consumer Protection Division by phone at (503) 378-4320 or toll-free at (877) 877-9392.

#### **46. DELAWARE USERS AND RESIDENTS.**

If any complaint with us is not satisfactorily resolved, you can contact the Office of the Attorney General, Consumer Protection Unit, in writing at:

Office of the Attorney General  
Consumer Protection Unit  
Carvel State Office Building  
820 N. French Street, 5th Floor

Wilmington, DE 19801

Additionally, complaints can be submitted online through the [official website of the Delaware Attorney General's Office](#).

For further assistance, you may also contact the Consumer Protection Unit by phone at (302) 577-8600 or toll-free at (800) 220-5424.

#### **47. FOR EUROPEAN UNION (EU) USERS.**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.

If any complaint with us is not satisfactorily resolved, users and residents in the European Union can contact the appropriate regulatory authorities based on their province or territory.

#### **48. FOR UNITED STATES USERS AND RESIDENTS.**

If You are a United States consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in the United States can contact the appropriate regulatory authorities based on their province or territory.

#### **49. FOR AUSTRALIAN USERS AND RESIDENTS.**

If You are an Australian Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Australia can contact the appropriate regulatory authorities based on their province or territory.

#### **50. FOR NEW ZEALND USERS AND RESIDENTS.**

If You are a New Zealand Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in New Zealand can contact the appropriate regulatory authorities based on their province or territory.

#### **51. REPUBLIC OF SOUTH AFRICA USERS AND RESIDENTS.**

If You are a Republic of South Africa Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are resident.

If any complaint with us is not satisfactorily resolved, users and residents in South Africa can contact the appropriate regulatory authorities based on their province or territory.

#### **52. UNITED KINGDOM USERS AND RESIDENTS.**

If You are a United Kingdom Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in the United Kingdom can contact the appropriate regulatory authorities based on their province or territory.

### **53. CANADA USERS AND RESIDENTS.**

If You are a Canadian Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Canada can contact the appropriate consumer protection or regulatory authorities based on their province or territory.

### **54. SINGAPORE USERS AND RESIDENTS.**

If You are a Singapore Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Singapore can contact the appropriate regulatory authorities based on their province or territory.

### **55. UNITED ARAB EMIRATES USERS AND RESIDENTS.**

If You are a United Arab Emirates Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in the United Arab Emirates can contact the appropriate regulatory authorities based on their province or territory.

### **56. OMAN USERS AND RESIDENTS.**

If You are an Oman Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Oman can contact the appropriate regulatory authorities based on their province or territory.

### **57. KUWAIT USERS AND RESIDENTS.**

If You are a Kuwait Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Kuwait can contact the appropriate regulatory authorities based on their province or territory.

### **58. BAHARAIN USERS AND RESIDENTS.**

If You are a Bahrain Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Bahrain can contact the appropriate regulatory authorities based on their province or territory.

#### **59. JORDAN USERS AND RESIDENTS.**

If You are a Jordan Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Jordan can contact the appropriate regulatory authorities based on their province or territory.

#### **60. MALTA USERS AND RESIDENTS.**

If you are a Malta Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Jordan can contact the appropriate regulatory authorities based on their province or territory.

#### **61. AUSTRIA USERS AND RESIDENTS.**

If you are an Austrian Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are resident.

If any complaint with us is not satisfactorily resolved, users and residents in Austria can contact the appropriate regulatory authorities based on their province or territory.

#### **62. BELGIUM USERS AND RESIDENTS.**

If you are a Belgium Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are resident.

If any complaint with us is not satisfactorily resolved, users and residents in Belgium can contact the appropriate regulatory authorities based on their province or territory.

#### **63. FINLAND USERS AND RESIDENTS.**

If you are a Finland Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are a resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Finland can contact the appropriate regulatory authorities based on their province or territory.

#### **64. IRELAND USERS AND RESIDENTS.**

If you are an Ireland Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Ireland can contact the appropriate regulatory authorities based on their province or territory.

#### **65. SWITZERLAND USERS AND RESIDENTS.**

If you are a Swiss Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Switzerland can contact the appropriate regulatory authorities based on their province or territory.

#### **66. SCOTLAND USERS AND RESIDENTS.**

If you are a Scottish Consumer, you will benefit from any mandatory provisions of the law of the state or territory in which you are resident in.

If any complaint with us is not satisfactorily resolved, users and residents in Scotland can contact the appropriate regulatory authorities based on their province or territory.

#### **67. ACCEPTABLE USE POLICY.**

The following terms constitute our "Acceptable Use Policy": You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right or any intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site, whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vi) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to the Site.

We reserve the right to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

If you provide the Company with any feedback or suggestions regarding the Site, you hereby assign to the Company all rights in such Feedback and agree that the Company shall have the right to use and fully exploit such Feedback and related information in any manner it believes appropriate. The Company will treat any Feedback you provide to the Company as non-confidential and non-proprietary.

You agree to indemnify and hold Company and its officers, employees, and agents harmless, including costs and attorneys' fees, from any claim or demand made by any third-party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or, proceeding upon becoming aware of it.

#### **68. THIRD-PARTY LINKS & ADS.**

**Third-Party Links & Ads.** The Site may contain links to third-party websites and services, and/or display advertisements for third-parties. Such Third-Party Links & Ads are not under the control of the Company, and the Company is not responsible for any Third-Party Links & Ads. The Company provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect

to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data-gathering practices.

**Other Users.** Each Site user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, we are under no obligation to become involved.

You hereby release and forever discharge the Company and our officers, employees, agents, successors, and assigns from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature, that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site. If you are a California resident, you hereby waive California Civil Code Section 1542 in connection with the foregoing, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**Cookies and Web Beacons.** Like any other website, Website Name uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

**Google DoubleClick DART Cookie.** Google is one of the third-party vendors on our site. It also uses cookies, known as DART cookies, to serve ads to our site visitors based upon their visit to [www.indianmuneem.com](http://www.indianmuneem.com) and other sites on the internet. However, visitors may choose to decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at the following URL – <https://policies.google.com/technologies/ads>

**Our Advertising Partners.** Some of the advertisers on our site may use cookies and web beacons. Our advertising partners are listed below. Each of our advertising partners has its own Privacy Policy for their policies on user data. For easier access, we hyperlinked to their Privacy Policies below.

- **Google**

<https://policies.google.com/technologies/ads>

## 69. COPYRIGHT POLICY.

The Company respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of our online Site who are repeated infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification) must be provided to us:

- your physical or electronic signature;
- identification of the copyrighted work(s) that you claim to have been infringed;
- identification of the material on our services that you claim is infringing and that you request us to remove;
- sufficient information to permit us to locate such material;
- your address, telephone number, and e-mail address;



- a statement that you have a good faith belief that the use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person. If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to Us.

Please note that any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and, attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement. You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

## **70. GENERAL.**

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us and/or by prominently posting notice of the changes on our Site. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earliest of thirty (30) calendar days following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

## 71. ELECTRONIC COMMUNICATIONS.

The communications between you and the Company use electronic means, whether you use the Site or send us emails, or whether the Company posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from the Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal obligation that such communications would satisfy if it were be in a hard copy writing.

## 72. ENTIRE TERMS.

These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to the Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

## 73. COPYRIGHT/TRADEMARK INFORMATION.

Copyright © Aeren IT Solutions Pvt. Ltd. © 2014-24. All rights reserved. All trademarks, logos, and service marks displayed on the Site are our property or the property of other third-parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

### Copyright:

- All content on this website, including but not limited to text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of Indian Muneem or its content suppliers and is protected by international copyright laws.
- Copyright © Aeren IT Solutions Pvt. Ltd. © 2014-24 All rights reserved.

### Trademarks:

- All trademarks, service marks, logos, and trade names (collectively referred to as "Marks") displayed on this site are the property of Indian Muneem or the respective third-party owners.
- You are prohibited from using any Marks without the prior written consent of Indian Muneem or the third-party owner of the Marks.

### Permissions:

- Users are granted a limited, non-exclusive, and revocable license to access and use this website for personal, non-commercial use. This license does not include the right to use any Marks without the express written permission of Indian Muneem or the third-party owner.

## **Infringement:**

- Any unauthorized use of the content or Marks on this website may violate copyright, trademark, and other applicable laws and could result in criminal or civil penalties.

## **Enforcement of Rights:**

- Indian Muneem reserves the right to enforce its intellectual property rights to the fullest extent of the law, including seeking injunctive relief and damages for any unauthorized use.

## **Contact Information:**

- For inquiries regarding the use of copyrighted material or trademarks on this website, please contact us [via the link](#).

## **Third-Party Trademarks:**

- Any third-party trademarks, logos, and service marks displayed on the Site are the property of their respective owners. The use of these third-party Marks is subject to the terms and conditions set forth by the owners.

By accessing and using this website, you acknowledge and agree to abide by the copyright and trademark provisions outlined in this section.

## **74. YOUR FEEDBACK TO US.**

You assign all rights, title, and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify, and exploit such Feedback without restriction.

We welcome and encourage users to provide feedback, suggestions, or ideas ("Feedback") about our services. By submitting Feedback, you agree that:

### **1. Ownership:**

You acknowledge that any Feedback provided becomes the property of Indian Muneem and may be used, implemented, or incorporated by us without any obligation to compensate you.

### **2. Confidentiality:**

We appreciate your insights, but please do not submit any confidential or proprietary information in your Feedback. We are not obligated to keep Feedback confidential.

### **3. Non-Exclusive License:**

You grant Indian Muneem a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the Feedback.

### **4. No Obligation:**

Indian Muneem is under no obligation to act upon, respond to, or implement any Feedback. We may use Feedback at our sole discretion.

## **5. No Violation of Third-Party Rights:**

You confirm that your Feedback does not violate the intellectual property or proprietary rights of any third party.

## **6. No Expectation of Privacy:**

Do not submit information that you consider to be confidential or expect to be treated as such. We do not guarantee the confidentiality of any Feedback.

By providing Feedback, you agree to these terms and conditions.

## **75. MISCELLANEOUS.**

These Terms of Use and any policies or operating rules posted by us on the Site or with respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any oral or our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **76. SEVERABILITY.**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## **77. WAIVER.**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **78. CHANGES TO THESE TERMS OF USE.**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## **79. AGE RESTRICTION.**

You must be at least 18 (eighteen) years of age before you can use the Website. By using the Website you warrant that you are at least 18 years of age and you may legally adhere to this agreement. We assume no responsibilities for liabilities related to age misrepresentation.

## 80. CONTACT US.

In order to resolve a complaint regarding the Site or to receive further information regarding the use of the Site, or If you have any questions about these Terms of Use, You can contact us:

- By visiting this page on our website: [Contact Us](#)
- By sending us an email: [privacy@indianmuneem.com](mailto:privacy@indianmuneem.com)



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