

## TERMS AND CONDITIONS

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In the event that any or any part of the terms contained in these terms & conditions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term shall to that extent be severed from the remaining terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

The term 'Prabhu Innovations' or 'us' or 'we' refers to Prabhu Innovations Private Limited, the owner of the website whose registered office is in Bengaluru, India. The term 'you' refers to the user or viewer of our website.

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The Service may provide you with an opportunity to interact with others and share your thoughts, information and materials. Prabhu Innovations Private Limited expects all of its users to be respectful of other people. If you notice any violation of this Acceptable Use Policy or other unacceptable behaviour by any user, you should report such activity to Prabhu Innovations Private Limited at [contact@prabhuinnovations.com](mailto:contact@prabhuinnovations.com)

You are solely responsible for the content, information and other materials (together the "Content") that you post on the Service or transmit to other users and agree that you will not hold Prabhu Innovations Private Limited responsible or liable for any Content from other users that you access on the Service.

Categories of prohibited Content below are merely examples and are not intended to be exhaustive. Prabhu Innovations Private Limited will make the sole determination as to whether or not Content is acceptable for the Service. Without limitation, you agree that you will not post or transmit to other users anything that contains Content that:

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- violates any party's right of publicity or right of privacy;
- is threatening, harassing or that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- is inaccurate, false or misleading in any way;
- is illegal or promotes any illegal activities;
- promotes illegal or unauthorised copying of another person's copyrighted work or links to them or providing information to circumvent security measures;
- contains "masked" profanity (i.e., F\*#@&#)
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

You may not include in your member profile or Content any telephone numbers, street addresses, last names, email addresses, employment information, or any other non-public information of any third party.

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### **Indemnity**

You agree to defend, indemnify and hold harmless Prabhu Innovations Private Limited, its officers, directors, employees, business partners, owners and their legal heirs, consultants, agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) any breach by you of any of these Terms of Use, (ii) your Content, (iii) your use of materials or features available on the Service (except to the extent a claim is based upon infringement of a third party right by materials created by Prabhu Innovations Private Limited) or (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

### **Governing Law**

As stated in a point above in this document, Indian law will govern these Terms and you hereby expressly consent to the exclusive jurisdiction of Bengaluru, Karnataka for all matters arising in connection with these Terms of use or the use of or your access to the Service.

Any claims asserted by you in connection with the Service must be asserted in writing to Prabhu Innovations Private Limited within one (1) month of the date such claim first arose, or such claim is forever waived by you. Each claim shall be adjudicated individually, and you agree not to combine your claim with the claim of any third party.

## **Copyright**

If you believe any materials on the Service infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

All notices should be sent to:

Email: [contact@prabhuinnovations.com](mailto:contact@prabhuinnovations.com)

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

## **Severability**

If any part of these Terms of Use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use.

Waiver; Remedies

The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms of Use by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms of Use. Our rights and remedies under these Terms of Use shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

## **Contact Information**

Should you have any questions you may contact us at [contact@prabhuinnovations.com](mailto:contact@prabhuinnovations.com)