

# INJOOS WEB SOLUTIONS PVT LTD

Welcome to Injoos!

## **Legal Agreement**

This user agreement is an agreement between you and Injoos web Solutions Private Limited ("Injoos" or "we" or "us" as the context requires) governing your use of Injoos's products, software, services on the Injoos website (referred to as the "Services" in these terms and conditions of use. Injoos may have subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"), providing the Services to you on behalf of Injoos. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

By accessing and registering on the Injoos website and using the Services as a member or guest, you agree to be bound by this Agreement and the terms contained in it. If you do not agree with the terms contained in this Agreement, you are not permitted to use the Injoos Website and we will not be liable for any consequences arising from your unauthorized use.

## **Access**

Access to the Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the service (or any features within the Services) we provide on our website without notice. We will not be liable if for any reason our website or the Services (or any features within the Services) is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our website, or our entire website, to users who have registered with us. By using the Services and completing the registration process you warrant that all the data provided by you is accurate and complete.

We may revise these terms of use at any time by amending this document. You are expected to check this document from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site. All changes are effective as soon as we post them and by continuing to use the Injoos website you agree to be bound by the revised terms and conditions of use.

You acknowledge and agree that while Injoos may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Injoos at any time, at Injoos's discretion.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such

information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. You will immediately notify Injoos of any unauthorized use of your password, by sending details of such unauthorized use to: [report\\_abuse@injoos.com](mailto:report_abuse@injoos.com).

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your Internet connection are aware of these terms, and that they comply with them. You are also solely responsible and liable to Injoos for all activities that take place or occur under your account.

### **Membership/Registration on the Injoos Website**

Once you complete registration on the Injoos Website you will be a member which:

- allows you to access and post content on the Injoos Website;
- allows us to contact you in order to inform you of changes to the terms of use of the Injoos Website or describing new services that we enable on the Injoos Website;
- allows you to make use of the services on the Injoos Website for personal use only;
- does not allow you to harvest personal data (including email addresses) from the Injoos Website;
- does not allow you to use email addresses displayed on the Injoos Website for any purpose other than that specifically authorized by us.

While you retain all ownership rights to information, text, graphics, or other materials you publish on the Injoos Website, we can reproduce, publish and distribute all or part of your content online and offline and permit others to do the same. You can delete your content from the Injoos Website at any time by following the right process of reporting it to the moderator and seeking for such an action; but if we have distributed your content to others, we may be unable to require them to make the same changes. However, you must not use any part of any material on the Injoos Website for commercial purposes without obtaining a license to do so from us.

### **Privacy and Your Personal Information**

For information about Injoos's data protection practices, please read Injoos's privacy policy at [http://www.injoos.com/privacy\\_policy.pdf](http://www.injoos.com/privacy_policy.pdf). This policy explains how Injoos treats your personal information, and protects your privacy, when you use the Services.

### **Uploading material to the Injoos Website**

Whenever you make use of the Services (or any feature or part of the Services) that allows you to upload material on the website, or to make contact with other users of our website, you must comply with the content standards set out below. You warrant that any contribution you make or material you upload complies with those standards, and you will indemnify us for any breach of that warranty. The content standards apply to each part of a contribution as well as to its whole. Your contribution must be accurate where it states facts, be genuinely held (where it states opinions), comply with the law applicable in any country from which it is posted; and be relevant to your posting or use of the Services.

### **Restrictions on Content**

Your contribution must not:

- Be defamatory of any person;
- Be obscene, offensive, hateful or inflammatory;
- Violate the provisions of the Indian Penal Code, 1861, the Information Technology Act, 2000 or other applicable laws containing offences relating to content that is publicly accessible;
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual;
- Infringe any copyright, database right or trade mark of any other person;
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- Be likely to harass, upset, embarrass, alarm or annoy any other person;
- Impersonate any person, or misrepresent your identity or affiliation with any person;
- Advocate, promote, incite any third party to commit, or assist any unlawful or criminal act;
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
- Contain any advertising or promote any services or web links to other sites
- Be such that it is known by you to be false, inaccurate or misleading;
- Be content for which you were compensated or granted any consideration by any third party;
- Contain any computer viruses, worms or other potentially damaging computer programs or files.

**Rights Reserved to Injoos**

- We have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- We are not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Services.
- We have the right to remove any material or posting you make on our website if, in our opinion, such material does not comply with the content standards set out above.
- We have the right to investigate and prosecute violations of any violation of these terms and conditions to the fullest extent of the law and may involve and cooperate with law enforcement authorities in prosecuting users who violate these terms and conditions.
- While we have no obligation to monitor your access to or your use of the Services (or any feature or part of the Services), we have the right to do so for the purpose of operating the website and providing the Services, to ensure your compliance with these terms and conditions, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.
- We have the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all content from any Service. For some of the Services, Injoos may (but shall be under no obligation to) provide tools to filter out explicit sexual content.

**Breach of Content Standards**

When we consider that a breach of the content standards (as stated above) has occurred, we may at our discretion take such action as we deem appropriate. Failure to comply constitutes a material breach of the terms of use on which you are permitted to use the Injoos Website, and we may take all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Services;
- Immediate, temporary or permanent removal of any contribution already posted on the website using the Services.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Further legal action against you;

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- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these rules. The actions described above are not limited, and we may take any other action we reasonably deem appropriate.

### **Content**

You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. You agree that you are solely and exclusively responsible for any and all content that you create, transmit or display while using the Services and you are solely and exclusively liable for the consequence of your actions (including any loss or damage which Injoos may suffer). Injoos exercises no control over the content posted on the website using the Services. Your use of the content accessed or displayed using the Services is entirely at your own risk.

A search using the Services may produce results and links to sites and content that you may find objectionable, inappropriate, or offensive and we accept no liability of responsibility for any such content. It is also possible that your use of the Services will return to you information regarding products, merchants and links to websites of third parties selling the product information requested by you.

You acknowledge and agree that Injoos is not liable for any loss or damage which may be incurred by you as a result of the availability of such external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

### **Injoos License**

Injoos gives you a personal, worldwide, non-assignable and non-exclusive license to use the software provided to you by Injoos as part of the Services as provided to you by Injoos (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Injoos, in the manner permitted by the Terms.

You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or

required by law, or unless you have been specifically told that you may do so by Injoos, in writing. Unless Injoos has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

### **Content License From You**

You retain copyright and any other rights you already hold in content, which you submit, post or display on or through, the Services. By submitting, posting or displaying the content you give Injoos a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. This license is for the sole purpose of enabling Injoos to display, distribute and promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.

You agree that this license includes a right for Injoos to make such Content available to other companies, organizations or individuals with whom Injoos has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.

You understand that Injoos, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Injoos to take these actions.

You confirm and warrant to Injoos that you have all the rights, power and authority necessary to grant the above license.

### **Limitation of Liability**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, our Subsidiaries and Affiliates and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Services, our website or in connection with the use, inability to use, or results of the use of the Services or our website, any

websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time;
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Our liability to you shall under all circumstances be limited to a maximum of the amount paid by you (if any) at the time of registration on our website to use the Services.

### **Offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Information Technology Act, 2000 (and any amendments). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

### **Linking – to the Injoos Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or

endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these terms and conditions.

If you wish to make any use of material on our site other than that set out above, please address your request to [contactus@injoos.com](mailto:contactus@injoos.com).

### **Ownership of trademarks/service marks**

Injoos, Injoos.com, the power of communities are trade marks of Injoos Web Solutions Private Limited and must not be used by you unless specifically licensed to do so, under the terms of a written license agreement between you and us. Injoos operates a trademark complaints procedure in respect of Injoos's advertising business, details of which can be found at <http://www.injoos.com/termservice.pdf>.

### **Inactive accounts & Termination**

We can terminate your account on the Injoos Website if you do not access it or it remains inactive for a period of 90 days or more. Following such termination, we can stop displaying some or all of the content posted/uploaded by you. If your account has been terminated for inactivity, you will have to complete the registration process as a new user to be able to access and use the Services.

### **Governing law**

The high court of Karnataka shall have sole jurisdiction over any claim arising from, or related to, a visit to / use of the Injoos Website, although we retain the right to bring proceedings against you for breach of any of these terms and conditions in your country of residence, country of use or other relevant country. These terms and conditions of use are governed by the laws of India.