

# Terms of Service

This page explains our Terms of Service. When you use MiniGuru, you're agreeing to the rules here. We've done our best to de-code the legalese in brief, highlighted summaries to make it clearer for you.

## Our Principles

We believe that the projects and inventions that are shared on MiniGuru should be distributed and licensed in such a way that both protects the rights and privacy of the individual creator and ultimately contributes the most value to the larger community. Because of this, any and all works of authorship copyrightable by you and posted by you to MiniGuru are submitted under the terms of a [Creative Commons Attribution- ShareAlike 3.0 Unported license](#).

## Terms of Service

Please read these terms of use ("agreement" or "terms of use") carefully before using the services offered by Prakriti Initiatives ("MiniGuru"). This agreement sets forth the legally binding terms and conditions for your use of the various websites and applications owned and operated by MiniGuru, including, without limitation, the miniguru.in website and domain name ("sites"), and any other features, content, or applications offered from time to time by MiniGuru in connection therewith, including any mobile applications offered by MiniGuru (collectively, the "service"). By using the sites or service in any manner, including but not limited to visiting or browsing the sites, you agree to be bound by this agreement. If you are a parent or guardian and you provide your consent to your child's registration with the site, you agree to be bound by these terms of use in respect of their use of the site. If you are entering into this agreement on behalf of an entity, then you represent and warrant that you are authorized to bind such entity to the terms of this agreement. This agreement applies to all users of the sites or service, including users who are also contributors of content, information, and other materials or services on the sites.

### ACCEPTANCE OF TERMS

By creating a MiniGuru account, you're agreeing to these terms as well as any additional terms of use by our partners.

The Service is offered subject to acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from time to time on the Sites by MiniGuru. In addition, some services offered through the Service may be subject to additional terms and conditions promulgated by MiniGuru from time to time; your use of such services is subject to those additional terms and

conditions, which are incorporated into these Terms of Use by this reference. You represent and warrant that if you are an individual, you are of legal age to agree to these terms and conditions or you have your parents' permission to do so, and that all registration information you submit (including any details you submit for a parent or guardian) is accurate and truthful. MiniGuru may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

## MODIFICATION OF TERMS OF USE

MiniGuru reserves the right, at its sole discretion, to modify or replace any of the Terms of Use, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Sites or by sending you an email. MiniGuru may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

## PRIVACY

MiniGuru's current Sites privacy statement is located at <https://www.miniguru.in/privacy> (the "Privacy Policy") and is incorporated into these Terms of Use. For inquiries in regard to the Privacy Policy, or to report a privacy-related problem, please contact MiniGuru's support team via email address: [connect@miniguru.in](mailto:connect@miniguru.in)

## RULES AND CONDUCT.

This section lists stuff you know you shouldn't do: breaking laws, stealing data, abusing other members, etc. Just be nice - to us and to other members. MiniGuru is a positive place. Let's keep it that way.

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. The Service (including, without limitation, any Content, or User Submissions (both as defined below)) is provided only for your own personal, non-commercial use. You are responsible for all of your activity in connection with the Service. For purposes of the Terms of Use, the term "Content" includes, without limitation, any advertisements, advice, suggestions, videos, audio clips, written forum comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by MiniGuru or its partners on or through the Service.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Service, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; constitutes unauthorized or unsolicited advertising, junk, spam or bulk e-mail (including without limitation any postings to third party social media sites which are linked to the Site or the Service);
- involves commercial activities and/or sales without MiniGuru's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of MiniGuru or any third party; or
- impersonates any person or entity, including any employee or representative of MiniGuru.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by MiniGuru in its sole discretion) an unreasonable or disproportionately large load on MiniGuru's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures MiniGuru may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); or (iv) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Sites.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except (A) for any part of the Service which is licensed under an open source or similar license or (B) to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service except where license permits, or (iii) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

MiniGuru reserves the right to remove any Content from the Sites or Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if MiniGuru is concerned that you may have violated the Terms of Use), or for no reason at all.

## REGISTRATION.

When signing up for MiniGuru, you need to be honest about who you are. You are responsible for your account and any material/activity on it.

As a condition to using certain aspects of the Service, you will be required to register with MiniGuru. You shall provide MiniGuru with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your MiniGuru account. You shall not (i) select or use as a MiniGuru User ID a name of another person with the intent to impersonate that person; (ii) use as a MiniGuru User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a MiniGuru User ID a name that is otherwise offensive, vulgar or obscene.

MiniGuru reserves the right to refuse registration of, or cancel a MiniGuru User ID in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your MiniGuru password. You shall never use another user's account without such other user's express permission. You will immediately notify MiniGuru in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

## **FEES AND PAYMENT; SUBSCRIPTIONS; REFUNDS; PROMOTIONS.**

You can make purchases from MiniGuru, under the guidance of your parents/guardians & we have the right to change those prices at any time. We'll be sure to give you advance notice if there is a difference for a recurring payment. You're responsible for all additional charges associated with purchases (taxes, tariffs, exchange rates, etc.). We let you add limited amount under the guidance of your parent in the wallet, so you should carefully spend it. You have plenty of time to see if MiniGuru is a good fit but we don't issue refunds after that.

From time to time, MiniGuru may offer promotions or discounts on services and Products available through the Site. All promotions or discounts will be subject to any additional terms specified by MiniGuru, and unless otherwise indicated, (i) promotions and discounts may not be combined (i.e., one promotion per order), and (ii) promotions may not be applied to the purchase of any gift cards. For subscriptions that are purchased with discounted or promotional pricing, following the expiration of the discount or promotion, the subscription will be charged at full price upon renewal.

MiniGuru reserves the right to change its prices and to institute new charges at any time, upon posting such new pricing on the Site, which may also be sent by email. Use of the Service by you following such notification constitutes your acceptance of any new or increased charges.

## **THIRD PARTY SITES.**

If you follow a link to another website or service, what happens there is between you guys - not us.

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Sites. When you access third party websites, you

do so at your own risk. These other websites are not under MiniGuru's control, and you acknowledge that MiniGuru is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by MiniGuru or any association with its operators. You further acknowledge and agree that MiniGuru shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

## **NO EMERGENCY SERVICES.**

We're an education service, not an outlet for obtaining emergency services. Just making that clear.

You expressly agree and understand that the Service is not intended to support or carry emergency or time-critical calls or communications to any type of hospital, law enforcement agency, medical care unit or any other kind of emergency or time-critical service ("Emergency Services"). MiniGuru, its affiliates or staff are in no way liable for such emergency calls or communications. By agreeing to these Terms of Use you understand that additional arrangements must be made to access Emergency Services. To access Emergency Services, you acknowledge and accept your responsibility to purchase, separately from the Service, traditional wireless or wireline telephone service and other means of communication intended for access to Emergency Services. You recognize and agree that MiniGuru is not required to offer Emergency Services or access thereto pursuant to any applicable local and or national rules, regulation or law. You further acknowledge that MiniGuru is not a replacement for your primary telephone service or any other means of communication.

## **MiniGuru AND miniguru.in CONTENT.**

The content here is protected - you can use it for personal reasons, but you can't use it commercially without getting permission from us first.

You agree that the Service contains Content specifically provided by MiniGuru or its partners and that such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Service. You shall not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, create derivative works from, or otherwise exploit any Content or third party submissions or other proprietary rights not owned by you, (i) without the consent of the respective owners or other valid right, and (ii) in any way that violates any third party right.

You may, to the extent the Sites expressly authorize you to do so, download or copy the Content, and other items displayed on the Sites for download, for personal use only, provided that you maintain all copyright and other notices contained in such Content. Copying or storing

of any Content for other than personal, noncommercial use is expressly prohibited without prior written permission from MiniGuru, or from the copyright holder identified in such Content's copyright notice.

## USER SUBMISSIONS.

We are not responsible for any of the content posted on MiniGuru; additionally, we don't own the stuff you post on MiniGuru. When you post it, you're giving us permission to copy and share it however we wish. We can remove any content from MiniGuru, but only do when safety and security are concerns.

The Service may provide you with the ability to upload, submit, disclose, distribute or otherwise post (hereafter, "posting") data, text, photographs, graphics, visualizations, videos, audio clips, written forum comments, software, scripts, works of authorship, designs, know-how, ideas, inventions or other information or content, to the Services ("User Submissions"). By submitting User Submissions to MiniGuru, by posting User Submissions on or at any of the Sites or otherwise through the Service, or displaying, publishing, or otherwise posting any content on or through the Sites or the Service, you:

- hereby agree that any and all User Submissions which constitute copyrightable works of authorship and which are posted by you to the Service ("Content") are submitted under the terms of the Creative Commons Attribution-ShareAlike 3.0 Unported license ("CC-BY-SA"), and you hereby grant MiniGuru a license to such Content under the terms of CC-BY-SA. Under this license, you permit anyone to copy, distribute, display and perform your Content, royalty-free, on the condition that they credit your authorship each time they do so. You also permit others to distribute derivative works of your Content, but only if they do so under the same CC-BY-SA license that governs your original Content. The full text of the CC-BY-SA license is available at: <http://creativecommons.org/licenses/by-sa/3.0/legalcode>.
- represent and warrant that you own or otherwise control all rights to such User Submissions and that disclosure and use of such User Submissions by MiniGuru (including without limitation, publishing content on or at the Sites) will not infringe or violate the rights of any third party; and
- acknowledge and agree that: (i) without limiting the CC-BY-SA license granted by you with respect to your User Submissions, MiniGuru shall have the right to reformat, excerpt, or translate your User Submissions; (ii) all information publicly posted or privately transmitted through the Sites is the sole responsibility of the person from which such content originated; (iii) MiniGuru will not be liable for any errors or omissions in any content; and (iv) MiniGuru cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.

You hereby grant MiniGuru a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests,

recommendations or other feedback that you provide to MiniGuru relating to the operation of the Service.

MiniGuru does not endorse and has no control over any User Submission. MiniGuru cannot guarantee the authenticity of any data which users may provide about themselves. You acknowledge that all Content accessed by you using the Service and all User Submissions provided by you are at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. MiniGuru has no obligation to monitor the Site, Service, Content, or User Submissions. MiniGuru may remove any User Submission at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Submission), or for no reason at all.

Under no circumstances will MiniGuru be liable in any way for any Content or User Submissions, including, but not limited to, any errors or omissions in any Content or User Submissions, or any loss or damage of any kind incurred in connection with use of or exposure to any Content or User Submissions posted, emailed, accessed, transmitted or otherwise made available via the Service. MiniGuru is not responsible for any data which is deleted (either intentionally or unintentionally) at the direction of any user.

## **TERMINATION.**

MiniGuru may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Sites. Any fees paid hereunder are non-refundable. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **WARRANTY DISCLAIMER.**

We do our best to provide you with the best services, but (unfortunately) we can't guarantee everything works perfectly.

MiniGuru has no special relationship with or fiduciary duty to you. You acknowledge that MiniGuru has no control over, and no duty to take any action regarding: which users gains access to MiniGuru; what Content you access via MiniGuru; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release MiniGuru from all liability for you having acquired or not acquired Content through the Sites. The Sites may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. MiniGuru makes no representations concerning any content contained in or accessed through the Sites, and MiniGuru will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites.



EXCEPT FOR ANY SEPARATE WRITTEN WARRANTY THAT IS PROVIDED EXPRESSLY AND UNAMBIGUOUSLY FOR A SPECIFIC PRODUCT (WHICH, IF PROVIDED, WILL APPLY ONLY TO SUCH SPECIFIC PRODUCT, AND NOT TO OTHER PRODUCTS OR THE SERVICE GENERALLY), THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) AND ALL PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. MiniGuru, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT AND PRODUCT PROVIDERS DO NOT WARRANT: (A) THAT THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) THAT ANY DEFECTS OR ERRORS IN ANY PRODUCTS OR SERVICES WILL BE CORRECTED; (C) THAT ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) THE INTEGRITY OR SECURITY OF ANY USER SUBMISSION OR OTHER DATA PROVIDED TO THE SERVICE; OR (E) THE RESULTS OF USING THE SERVICE OR ANY PRODUCTS WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE AND ANY PRODUCTS IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Electronic Communications Privacy Act Notice (18 USC 2701-2711): MINIGURU MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITES OR ANY WEBSITE LINKED TO THE SITES. MiniGuru will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on MiniGuru’s equipment, transmitted over networks accessed by the Sites, or otherwise connected with your use of the Service.

## **INDEMNIFICATION.**

If you do something that gets us in trouble, you have to help defend us.

You shall defend, indemnify, and hold harmless MiniGuru, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys’ fees, that arise from or relate to (i) your use or misuse of, or access to, the Sites, Service, Content or otherwise from your User Submissions, (ii) your violation of the Terms of Use, or (iii) infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. MiniGuru reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with MiniGuru in asserting any available defenses.

## **GENERAL CONTENT DISCLAIMER.**



MiniGuru is amazing but should never take the place of advice from a qualified professional. We're not responsible for any actions in response to our content.

MiniGuru makes no representations or warranties concerning the appropriateness, accuracy, reliability, usefulness, completeness, or timeliness of any Content, and you should not rely on the Content for any purpose. No Content is intended to substitute for personal advice from a qualified professional. When applicable, always seek the advice of a qualified professional, and never disregard professional advice or delay in seeking it because of any Content. By using the Service, you agree that MiniGuru shall not be responsible for (1) any Content, (2) any person's reliance on any such Content, whether or not correct, current and complete, or (3) the consequences of any action that you or any other person takes or fails to take based on any Content or otherwise as a result of your use of the Service.

## **LIMITATION OF LIABILITY.**

If something bad happens as a result of using MiniGuru, we're not responsible (beyond a minimal amount).

IN NO EVENT SHALL MINIGURU, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) OR ANY PRODUCT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), (III) FOR YOUR RELIANCE ON THE SERVICE OR PRODUCTS OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-HUNDRED U.S. DOLLARS (\$100.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **INTERNATIONAL USE.**

MiniGuru makes no representation that the Content is appropriate or available for use in locations outside of the India, and accessing the Service is prohibited from territories where such Content is illegal. If you access the Service from other locations, you do so at your own initiative and are responsible for compliance with local laws.

## **DISPUTE RESOLUTION.**

Any disputes with us have to be handled in Ujjain MP under Indian law.

A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use

to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and MiniGuru agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Ujjain, MP, India using the Hindi/English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("MiniGuruS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of MiniGuruS arbitrators in accordance with the Arbitration Rules and Procedures of MiniGuruS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, ANY DISPUTE NOT SUBJECT TO ARBITRATION AND NOT INITIATED IN SMALL CLAIMS COURT WILL BE LITIGATED BY EITHER PARTY IN A COURT OF COMPETENT JURISDICTION ONLY IN UJJAIN DISTRICT COURT.

Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this section.

## **INTEGRATION AND SEVERABILITY.**

The Terms of Use are the entire agreement between you and MiniGuru with respect to the Service and use of the Sites, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and MiniGuru with respect to the Sites. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

## **MISCELLANEOUS.**

These are our Terms of Service; if you're confused about anything related to the rules and rights surrounding MiniGuru, just check back here - these terms trump everything else.

MiniGuru shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond MiniGuru's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. The Terms of Use

are personal to you, and are not assignable, transferable or sublicensable by you except with MiniGuru's prior written consent. MiniGuru may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

## **COPYRIGHT AND TRADEMARK NOTICES.**

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## **DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE.**

MiniGuru complies with the Digital Millennium Copyright Act, described below. We never intend to steal or infringe anyone else's work. If you feel MiniGuru has infringed on your copyrighted material, please let us know by contacting our legal team noted below.

As MiniGuru asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that any material located on or linked to by or through the Service violates your copyright, you may notify MiniGuru in accordance with the following policy. The address of MiniGuru's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy. It is MiniGuru's policy to (1) block access to or remove Content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

A. Procedure for Reporting Copyright Infringements: If you believe that Content residing on or accessible through the Site or Service infringes a copyright, please send a written notice of copyright infringement containing the following information to the Designated Agent listed below:

- A physical or electronic signature of the owner of the copyright that has been allegedly infringed, or a person authorized to act on such person's behalf;
- Identification of the copyrighted works or materials allegedly being infringed;
- Identification of the Content that is claimed to be infringing including information regarding the exact location of the Content that the copyright owner seeks to have removed, with sufficient detail so that MiniGuru is capable of finding and verifying its existence;

- Contact information about the notifier including address, telephone number and, if available, e-mail address;
- A statement that the notifier has a good faith belief that the use of the allegedly infringing Content is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and the notifying party is the copyright holder is authorized to make the complaint on behalf of the copyright owner.

B. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent it is MiniGuru's policy:

- to remove or disable access to the infringing Content;
- to notify the Content provider, member or user that it has removed or disabled access to the Content; and
- that repeat offenders will have the infringing Content removed from the system and that MiniGuru will terminate such content provider's, member's or user's access to the service.

C. Procedure to Supply a Counter-Notice to the Designated Agent: If the Content provider, member or user believes that the Content that was removed or to which access was disabled is either not infringing, or the Content provider, member or user believes that it has the right to post and use such Content from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

- A physical or electronic signature of the Content provider, member or user;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that the Content provider, member or user has a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Court for the judicial district in which the content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside India, for any judicial district in which MiniGuru is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, MiniGuru's may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at MiniGuru's discretion.

Please contact MiniGuru's Designated Agent to Receive Notification of Claimed Infringement at the following address:

**Prakriti Initaitves**

**Attn: Legal**

**35, Mahamangal City, Vikrannagar station Road**

**Ujjain (M.P.) INDIA - 456010**

[connect@miniguru.in](mailto:connect@miniguru.in)

## **TERMS REQUIRED BY APPLE.**

In the event you obtained our iOS app (the "App") through the Apple App Store, offered by Apple, Inc. ("Apple"), the following shall apply:

- Both you and MiniGuru acknowledge that this Agreement is concluded between you and MiniGuru only, and not with Apple, and that Apple is not responsible for the App;
- You will only use the App in connection with an Apple device that you own or control;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- In the event of any failure of the App to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the App;
- You acknowledge and agree that MiniGuru, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the App;
- You acknowledge and agree that, in the event of any third party claim that the Software App or your possession and use of the Software infringes that third party's intellectual property rights, MiniGuru, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim (but solely to the extent set forth in this Agreement);
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and MiniGuru acknowledge and agree that, in your use of the App, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- Both you and MiniGuru acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof.

## **CONTACT.**

**Prakriti Initaitves**

**Attn: Legal**

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