

Terms of Use / Service Agreement

Welcome to WisdomTribes, your personal matchmaking platform. This Agreement sets out the legally binding terms for your use of the Site and membership. This Agreement may be modified by us from time to time. The membership and rights of admissions are reserved.

This Terms of Use is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

WisdomTribes is an educational platform providing targeted advertising services for matchmaking (Teacher & Students) alliances and replaces the traditional newspaper classified. The Site is for the personal use of individual members to advertise and promote their profiles for the purpose of finding relevant matches and cannot be used in connection with any commercial endeavors.

The Site is a serious educational platform to seek teachers & Students according to requirement.

Access to our website is free. However, we offer basic; advance & Premium Memberships wherein one can promote Teacher / Students Profile on various wisdomstribes.com properties such as Interest Wall, Inbox, Search Results, Emails, Chat, SMS, Video Chat etc.

1. Acceptance of Terms of Use Agreement.

In order to use the wisdomstribes.com Service you must register as a member on the Website/ community sites/ mobile applications ("Site"). wisdomstribes.com is intermediary as defined under sub-clause (w) of Section 2 of the Information Technology Act, 2000. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Site and to become a "Member." For purposes of this Agreement, the term "Member" means a person who voluntarily submits information to the Site whether such person uses the Service as a free member or a paid member and User shall mean a person who actively uses the Site to promote his/her profile for matchmaking purpose.

By using the Site, you agree to be bound by these Terms of Use ("Agreement"). If you wish to become a Member and promote/ advertise your profile to other Members and make use of the wisdomstribes.com service ("Service"), read these Terms of Use and follow the instructions in the registration process. By using the Service, you consent to submit your personal identifiable information including personal data such as your qualification, degrees, certification, Identity proofs if submitted, location etc, to collect, process, display and use the said information to provide the Service and if you have any objection in collecting/processing your personal data, we advise you not to register with our Site.

If you want to withdraw this consent or if you have any objection in continuous collection or storage of your personal details, you must discontinue using our Service and delete your account by sending an email from your registered email ID to wisdomstribecom

2. Account Security.

You are responsible for maintaining the confidentiality of your login credentials you designate during the registration process, and you are solely responsible for all activities that occur under your account. You agree to immediately notify us of any disclosure or unauthorized use of your account or any other breach of security, and ensure that you log out from your account at the end of each session.

3. Term and Termination.

1. This Agreement will be effective, valid and subsisting as long as you use our Site. You may terminate your membership at any time, for any reason by writing to wisdomstribecom. In the event you terminate your membership, not be entitled to a refund of any unutilized subscription fees, if any, paid by you, except where otherwise guaranteed in writing.
2. wisdomstribecom may terminate your access to the Site and/or your membership for any reason including but not limited to breach of the terms of use, using the service for commercial purpose, engaging in prohibited or inappropriate communication or activity, by sending notice to you at the email address as provided by you in your application for membership or such other email address as you may later provide to wisdomstribecom. If wisdomstribecom terminates your membership for breach of terms of this Agreement, you will not be entitled to any refund of any Subscription fees, if any, paid by you.
3. All payments made by you using the wisdomstribecom Payment Links are non-refundable. However, you can request a 100% free replacement of the Tutor / students against the same requirement or any future requirement you may have if such a request is made within 10 days of making the payment.
4. Term for the paid Membership would be in accordance with the type of membership undertaken.
5. In the event of business discontinuity, the Company shall refund 50% of the unused membership fees paid by you.

4. Non-Commercial Use by Members.

The Site is for the personal use of individual members to advertise and promote their teaching / Students profile for the purpose of generating accepts from relevant matches and cannot be used in connection with any commercial endeavors. This includes providing links to other web sites, whether deemed competitive to wisdomsribe.com or otherwise. Organizations, Institutes, companies, and/or businesses may become Members of wisdomsribe.com and should use the wisdomsribe.com Service or Site for any purpose. Illegal and/or unauthorized uses of the Site, including unauthorized framing of or linking to the Site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

5. Other Terms of Use for Members.

1. Wisdomsribe.com reserves the right in its sole discretion to review the activity and status of each account and block access to the member based on such review.
2. wisdomsribe.com reserve the right at its sole discretion to restrict/suspend your free access to its website based on review of the member's activity, status or any such criteria wisdomsribe.com may deems fit and proper with due intimation to you.
3. You hereby confirm that as on date of this registration, you do not have any objection to receive emails, SMS/WhatsApp messages and calls from wisdomsribe.com and members of wisdomsribe.com as long as you are a registered member of wisdomsribe.com including SMS permission for authenticating mobile verification wand transactions via OTP, sent by the Payment Gateway. This consent shall supersede any preferences set by you with or registration done with the Do Not Disturb (DND Register)/ National Customer Preference Register (NCPR). This consent extends to emails, messages or calls relating but not limited to phone number verification, the provision of service.
4. Multiple profiles of the same person are not allowed on our Site. Wisdomsribe.com reserves the right to deactivate all multiple profiles without any refund of subscription fees.
5. You confirm that the Content, information including the personal information provided by you is correct and accurate. If you are creating the profile on behalf of your own/friend/sibling/children, you hereby agree that you have the required permission from the particular person whose profile is created on wisdomsribe.com by you. Impersonation is crime and punishable under various laws.
6. It is not compulsory but for the better excess you are advised to submit copy of your any other Government issued identity and add a trust badge to your profile.
7. You will not transmit any chain letters or junk email to other wisdomsribe.com Members. Although wisdomsribe.com cannot monitor the conduct of its Members off the wisdomsribe.com Site, it is also a violation of these rules to use any information obtained from other members in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent.

8. Wisdomstribe.com reserves the right to take appropriate steps to protect Wisdomstribe.com and/or its Members from any abuse/misuse as it deems appropriate in its sole discretion.
9. You cannot use any automated processes, including IRC Bots, EXE's, CGI or any other programs/scripts to view content on or communicate / contact / respond / interact with wisdomstribe.com and/or its members.
10. Wisdomstribe.com reserves the right to screen communications/advertisements that you may send to other Member(s) and also regulate the same by deleting unwarranted/obscene communications/advertisements at any time at its sole discretion without prior notice to any Member.
11. Wisdomstribe.com Members are expected to exercise simple precautions for their privacy and safety. A suggestive guideline of such precautions is enlisted under security tips "Be Safe Online". By becoming a Member you hereby agree to read, abide and adhere to the said Tips.
12. Wisdomstribe.com Members who subscribe to the wisdomstribe.com Select Service hereby, unconditionally and irrevocably confirm that you have read terms and conditions and agree to abide by them.

- **Proprietary Rights in the Content on wisdomstribe.com**

Wisdomstribe.com owns and retains all proprietary rights in the wisdomstribe.com Site and the wisdomstribe.com Service. The Site contains the copyrighted material, trademarks, and other proprietary information of wisdomstribe.com, and its licensors. Except for that information which is in the public domain such as member profile or for which permission has been obtained from the user, you cannot copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. Any such act or an attempted act on your part shall constitute a violation of this Agreement and your membership is liable to be terminated forthwith by wisdomstribe.com without refund of any of your unused Subscription fees. Wisdomstribe.com reserves right to take legal action (civil and/or criminal) wherever applicable for any violations.

- **Content Posted on the Site.**

- a. You understand and agree that wisdomstribe.com may delete any listing, content, communication, photos or profiles (collectively, "Content") that in the sole judgment of wisdomstribe.com violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of either wisdomstribe.com and/or its Members.
- b. With respect to Content you submit or make available for inclusion on publicly accessible areas of the Site including but not limited to your contact details, you hereby unconditionally and irrevocably grant to wisdomstribe.com the consent and license to use, store, distribute, reproduce, prepare derivative works of, modify, adapt, publicly perform and publicly display such Content on the Site and to the members of wisdomstribe.com community site(s) from time to time.
- c. By submitting your success story you hereby expressly authorize wisdomstribe.com to use, publish, and display your profile photographs on the Site.
- d. You understand and hereby agree that all information, data, text, photographs, graphics, communications, tags, or other Content whether publicly posted or

privately transmitted or otherwise made available to wisdomstribe.com are the sole responsibility of the person from whom such Content originated and shall be at the member's/person's sole risks and consequences. This means that you (and not wisdomstribe.com) are solely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Wisdomstribe.com does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. We advise all User/s to independently verify the content /information posted by the other members before acting upon the same and under no circumstances will wisdomstribe.com be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

- e. Wisdomstribe.com reserves the right to verify the authenticity of Content posted on the Site. In exercising this right, wisdomstribe.com may ask you to provide any documentary or other form of evidence supporting the Content you post on the Site. If you fail to produce such evidence to the satisfaction of wisdomstribe.com, wisdomstribe.com may in its sole discretion, terminate your Membership without a refund.
- f. The following is an indicative list of the kind of Content that is illegal or prohibited on the Site. Wisdomstribe.com will investigate and take appropriate legal action in its sole discretion against anyone who violates this Agreement, including without limitation, removing the offending communication/Content from the Service and terminating the Membership of such violators without a refund. Illegal and prohibitive Content includes Content which is blatantly offensive to the community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - I. harasses or advocates harassment of another person;
 - II. involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
 - III. promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - IV. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
 - V. contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - VI. displays pornographic or sexually explicit material of any kind;
 - VII. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - VIII. solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
 - IX. engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes

- **Copyright Policy.**

You cannot post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

Without limiting the foregoing, if you believe that your work has been copied and posted on the wisdomstribе.com service in a way that constitutes copyright infringement, please provide us with the following information:

- I. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- II. a description of the copyrighted work that you claim has been infringed;
- III. a description of where the material that you claim is infringing is located on the Site;
- IV. your address, telephone number, and email address;
- V. a written 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;
- VI. 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.
- VII. Notice of claims of copyright infringement can be sent to us in writing to the Patna address located under the Help/Contact section on the site.

6. Your Interaction with other Members & Member Disputes.

You are solely responsible for your advertisement/communications with other wisdomstribе.com members. Wisdomstribе.com reserves the right, but has no obligation, to monitor disputes between you and other Members. Wisdomstribе.com also reserves the right to take appropriate action against errant members. However, wisdomstribе.com is not obliged to share such action with other members, including complainants. wisdomstribе.com expressly disclaims any responsibility or liability for any transactions or interactions between the members inter-se.

7. Privacy.

Use of the wisdomstribе.com Site and/or the wisdomstribе.com Service is governed by our Privacy Policy and follow guidelines to protect your privacy.

8. Disclaimers.

1. wisdomstribе.com is not responsible for any incorrect or inaccurate Content/listing posted on the Site or in connection with the wisdomstribе.com Service, whether caused by Users, Members or by any of the equipment or programming associated with or utilized in the Service, nor for the conduct of any User and/or Member of the wisdomstribе.com Service whether online or offline.
2. wisdomstribе.com assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User and/or Member communications or any communications by wisdomstribе.com to its Members.
3. wisdomstribе.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web site or combination

thereof, including injury or damage to Users and/or Members or to any other person's computer related to or resulting and/or in connection with the wisdomtribe.com Service.

4. Under no circumstances will wisdomtribe.com be responsible for any loss or damage resulting from anyone's use of the Site or the Service and/or any Content posted on the Wisdomtribe.com Site or transmitted to Wisdomtribe.com Members. You should not provide your financial information (for example, your credit card or bank account information), or wire or otherwise send money, to other Members.
5. .
6. Wisdomtribe.com expressly disclaims any liability or responsibility whatsoever and howsoever arising as a result of any Content/listing posted on the Site / made available to wisdomtribe.com by any Members or the users of the Site or any third party.
7. Wisdomtribe.com does not assume any responsibility or liability for any illegal Content posted on the Site by any Members, users or any third party.
8. All liability, whether civil or criminal arising out of any Content that is Posted on the Site will be of that Member / user / third party who has Posted such Content and wisdomtribe.com reserves its right to claim damages from such Member/ user / third party that it may suffer as a result of such Content Posted on the Site. Wisdomtribe.com does not claim ownership of Content you submit or make available for inclusion on the Service.

- **Limitation on Liability.**

In no event will wisdomtribe.com be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Site or the wisdomtribe.com Service, even if wisdomtribe.com has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, wisdomtribe.com 's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to wisdomtribe.com, for the Service during the term of membership.

9. **Jurisdiction.**

If there is any dispute about or involving the Site and/or the Service, by using the Site, you unconditionally agree that all such disputes and/or differences will be governed by the laws of India and shall be subject to the exclusive jurisdiction of the Competent Courts in Patna, India only.

10. **Indemnity.**

You agree to indemnify and hold wisdomtribe.com, its subsidiaries, affiliates, officers, agents, and other partners and employees, fully indemnified and harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth above and/or any fraudulent act on your part.

11. **Other.**

0. By becoming a Member of the wisdomstribe.com service, you agree to receive certain specific email from wisdomstribe.com and/or its group sites. You can unsubscribe at any time for any reason quickly and easily by clicking on the unsubscribe link enclosed in the mail. You can also manage your subscription to these emails using the My Alert Manager option.
1. This Agreement, accepted upon use of the Site and further affirmed by becoming a Member of the wisdomstribe.com service, contains the entire agreement between you and wisdomstribe.com regarding the use of the Site and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

By becoming a member of wisdomstribe.com and/or using the Services of the Site, you unconditionally and irrevocably confirm that you have read and understood the above provisions and agree to abide by them. If you are not agreeing to any of the above terms and conditions please refrain yourself from registering on the Site wisdomstribe.com.

This Agreement is an electronic document in terms of the Information Technology Act, 2000 and Rules there under pertaining to electronic records as applicable and amended. This electronic record is generated by a computer system and does not require any physical or digital signatures.