



Terms of Use

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mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

Use of the Website

You agree, undertake and confirm that your use of Services provided by WebCult shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:

(a) belongs to another person and to which you do not have any right to.

(b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.

(c) is misleading in any way.

(d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual.

(e) Harasses or advocates harassment of another person.

(f) Promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous.

(g) Infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity].

(h) 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.



- (i) Provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone.
- (j) Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.
- (k) contains video, photographs, or images of another person (with a minor or an adult) without their consent.
- (l) Tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users.
- (m) Solicits gambling or engages in any gambling activity which we, in our sole discretion, believes in or could be construed as being illegal.
- (n) Interferes with another user's use and enjoyment of the Website or any other individual's user and enjoyment of similar services.
- (o) Refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
- (p) Harm minors in any way.
- (q) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products.
- (r) Violates any law for the time being in force.
- (s) Deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature.
- (t) Impersonate another person.
- (u) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan



horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information.

(v) Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

(w) shall not be false, inaccurate or misleading.

(x) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of Webcult.in or any Content, or in any way reproduce or circumvent the navigational structure or presentation of Webcult.in or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through WebCult. We reserve our right to bar any such activity.

3. You shall not attempt to gain unauthorized access to any portion or feature of the Webcult.in, or any other systems or networks connected to Webcult.in or to any computer, network, or to any of the services offered on or through the website, by hacking, password "mining" or any other illegitimate means.

4. You shall not probe, scan or test the vulnerability of Webcult.in or any network connected to Webcult.in nor breach the security or authentication measures on the website or any network connected to the website. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Webcult.in, or any other customer, including any account on the Webcult.in not owned by you, to its source, or exploit Webcult.in or any service or information made available or offered by or through the website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the website.

5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us, or otherwise engage in any conduct or action that might tarnish the image or reputation of WebCult.



6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of Webcult.in or any transaction being conducted on the website, or with any other person's use of the website.

7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through Webcult.in or any service offered on or through the website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

8. You may not use Webcult.in or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of WebCult and / or others.

9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations.

10. From time to time, you shall be responsible for providing information relating to the products or services proposed to be sold by you. In this connection, you undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other users in any manner.

11. You may not transmit any chain letters or unsolicited commercial or junk email to other users via Webcult.in. It shall be a violation of these Terms of Use to use any information obtained from the website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than us without our prior explicit consent. You understand that we have the right at all times to disclose any information (including the identity of the persons providing information or materials on the website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

12. WebCult shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).



Applicable Law

Any unlawful or prohibited offence, as mentioned but not limited to above, done by you shall be settled by arbitration under the Information Technology Act, 2000 as amended by The Information Technology (Amendment) Act 2008 and/or The Indian Penal Code and/or the applicable law in accordance with the Laws of India. The place of Jurisdiction shall be exclusively in Mumbai.

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