Terms and Conditions

1. Introduction

This document is a computer record in accordance with the Information Technology Act, 2000 and regulations thereunder as applicable and the amended provision related to the electronic records of various acts amended by the Information Technology Act, 2000. This electronic record is automatically generated by the computer system and is free of any physical and digital signatures.

This policy is published pursuant to the rules made under Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011, requiring publication of the rules and regulations, privacy policy and Terms of Use for use or access to domain name **https://www.thestartupwallah.com/** ('Website'), including the mobile site associated therewith and mobile application (hereinafter referred to as 'Platform').

2. Acceptance of Terms

Your access to and use of the Platform and services and tools are subject to the following terms and conditions ("Terms of Use") as may be applicable to the Platform, including the then applicable policies which are hereby incorporated by way of reference. If you make transactions on the Platform, you shall be bound by the policies which are applicable to the Platform for such transactions. By using the Platform, you will be contracting with the Platform Owner, and these conditions and terms including the policies are your binding agreements with the Platform Owner.

3. User Responsibility

In order to access and use the Services, you agree to provide us with accurate, true, and complete information during and after registration, and you will be liable for all acts performed using your registered account on the Platform.

4. No Warranties

Neither we nor any third parties make any warranty or guarantee that the information and materials published on this website or available through the Services are accurate, up to date, perform as agreed, are complete or fit for purpose or that it is free from viruses or hidden codes. You accept that such information and materials may be inaccurate or erroneous and we specifically disclaim liability for such inaccuracies or errors to the maximum extent permitted by law.

5. User Risk

Your use of our Services and the Platform is solely and entirely at your own risk and discretion for which we shall not be liable to you in any manner. You are required to independently assess and ensure that the Services meet your requirements.

6. Intellectual Property

The materials on the Platform and the Services are our proprietary property and are licensed to us. You shall not have any right to claim any intellectual property rights, title, or interest in its contents. The contents comprise but are not limited to the design, layout, look, and graphics.

7. Unauthorized Use

You agree that your unauthorized use of the Platform and/or the Services could result in action against you under these Terms of Use and/or relevant laws.

8. Payment

You agree to pay us the fees for using the Services.

9. Prohibited Use

You undertake not to use the Platform and/or Services for any reason that is illegal, unlawful, or prohibited by these Terms, or Indian or local laws applicable to you.

10. Third-Party Links

You understand and agree that the site and the Services might include third-party website links. Once you visit such links, you shall be under the terms of use, privacy policy, and other similar policies of the third-party sites. These links are offered to you for convenience to give further information.

11. Legal Binding

Upon undertaking a transaction to use the Services, you are agreeing to enter into a binding and enforceable contract with the Platform Owner for the Services.

12. Indemnification

You will indemnify and save harmless the Platform Owner, its affiliates, group companies (as the case may be), and their respective officers, directors, agents, and employees from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your violation of these Terms of Use, Privacy Policy, and other Policies, or your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

13. Force Majeure

Despite anything provided in these Terms of Use, the parties will not be liable for failure to fulfill an obligation under these Terms if fulfillment of such obligation is hindered or delayed due to a force majeure event.

14. Governing Law

These Terms and any claim or dispute that may arise to it, or its enforceability, will be governed by and construed in accordance with the law of India.

15. Jurisdiction

All matters in dispute arising out of or in relation to these Terms shall be governed by the exclusive jurisdiction of the courts of Jaunpur and Uttar Pradesh.

16. Communication

All issues or communications regarding these Terms should be communicated to us through the contact details given on this website.