**Allphanes Terms of Service**

**Introduction**

Welcome to Allphanes !! Please read the terms of the service and understand it. Non compliance may lead to termination of your account.

**Service we provide**

Allpanes enables registered members to upload and share video, music, photos, digital art, written content, comments, links. Members may sign up for premium services or subscribe to their favorite creators offers. Creators may be compensated for based on the number of views of their content. Currently the service is free and no compensation to creators is guaranteed. We will add subscription service and revenues from advertisements and other capabilities in future.

**Service provider**

Allphanes Inc, Texas, USA and its subsidiary Allphanes India Pvt. Ltd, Kolkata, India

**Applicable terms**

You may use this service as long as you follow the Guidelines below.

**Users of the Service**

Members must be older than 13 years old to use this service. Members who are younger than 13 years must get permission from parents to use the service.

**Guidelines**

* Content uploaded or links shared must meet following guidelines:
  + Content you upload must be original. It should not have been copied from content protected under copy right that belongs to someone else unless you have written permissions to do so.
  + No sexually explicit content allowed
  + No nude pictures or genital pictures
  + No profane language should be used
  + Should not encourage violence, hate, or bad behavior against anyone or any community
  + Should not share content that is false or untrue, unless it is easily identifiable as a work of fiction and the authors claim it to be fiction
* Comments
  + Always be polite in comments
  + Provide inputs about the content not the person posting it
  + No personal attacks are allowed
  + No profane language or images or emoji’s should be used
* Removal of Content, Comments and Accounts
  + When we find content that violates these guidelines, it will be removed and you will receive a warning.
  + If you receive 3 warnings in a period of 90 days, you account will be suspended and you will not be able to upload new content or post comments or share anything for a period of 90 days.
  + If your account gets suspended three times, your account will be permanently suspended from Allphanes.

**Your Information**

* Your personal information will remain confidential, unless you chose to share it based on privacy setting provided.
* You may chose a name in your profile that will be publicly shared. Please do not share your password with anyone.
* The content you upload will belong to you not to Allphanes. Should you chose to remove the content you can do so at any time. However, Allphanes reserves the right to continue to store your content but not display/share it anymore, should you chose to remove it.

**Rights**

* While you retain the ownership of content you upload but you do provide Allphanes and its users certain rights.
* By providing content to the Service you grant Allphanes a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service.
* You also grant each user of Allphanes a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service and not in any other Service.
* The licenses granted by you continue for a commercially reasonable period of time after you remove your Content from the Service.
* You grant to Allphanes the right to monetize your Content on the Service (and such monetization may include displaying ads on or within Content or charging subscription fee for access). This Agreement does not entitle you to any payments unless the Service for payment have been setup that will implemented in future.

**Other Legal Terms**

Warranty Disclaimer

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED “AS IS” AND ALLPHANES DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. FOR EXAMPLE, WE DON’T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, ALLPHANES, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;

PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;

ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;

ANY INTERRUPTION OR CESSATION OF THE SERVICE;

ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;

ANY CONTENT WHETHER SUBMITTED BY A USER OR ALLPHANES, INCLUDING YOUR USE OF CONTENT; AND/OR

THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

ALLPHANES AND ITS AFFILIATES’ TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF REVENUE THAT ALLPHANES HAS PAID TO YOU FROM YOUR USE OF THE SERVICE IN THE 12 MONTHS BEFORE THE DATE OF YOUR NOTICE, IN WRITING TO ALLPHANES, OF THE CLAIM; AND (B) USD $500.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Allphanes, its Affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by Allphanes. Allphanes has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.