

Terms and Conditions

Last updated: September 15th, 2021

Please read these terms and conditions carefully before using the Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

- **Application** means the software program provided by the Company downloaded by You on any electronic device, named Ojas.
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Service** refers to the Application.

- **Service Provider** refers to third-party companies or individuals employed to facilitate the Service, to perform services related to the Service or to assist in analyzing how the Service is used.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. Under 18 users are not permitted to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy.

The Privacy Policy describes policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read the Privacy Policy carefully before using the Service.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain our exclusive property.

The Service is protected by copyright, trademark, and other laws.

The trademarks and trade dress may not be used in connection with any product or service without the prior written consent.

Links to Other Websites

The Service may contain links to third-party web sites or services owned or controlled by other entities.

There is no control over, and is assumed no responsibility for, the content, privacy policies, or practices of any third party web sites or services.

You further acknowledge and agree to do not consider us 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 web sites or services.

You are strongly advised to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

Your access may be terminated or suspended immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall we or our suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way

related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE"

Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind.

To the maximum extent permitted under applicable law all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice are disclaimed on our own behalf and on behalf of our licensors and service providers.

Without limitation to the foregoing, no warranty is provided or undertaken, and no representation of any kind is made that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, any representation or warranty of any kind is made, express or implied:

(i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You.

But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting by email.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if translated version is provided to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

Is reserved the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, reasonable efforts will be made to provide at least 30 days' notice prior to any new terms taking effect.

What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Service after those revisions become effective, You agree to be bound by the revised terms.

If You do not agree to the new terms, in whole or in part, please stop using the Application and the Service.

Contact Us

If you have any questions about this Terms and Conditions, You can contact us:

- By email: ojasrocks@protonmail.com
- By visiting this page on our website: ojas.rocks