Welcome to www.speakerore.com (the “Site”). We are an online platform to act as sourcing link between the growing professional, independent, public speakers and trainers and the Event Managers, Organisers, Corporates, individuals etc.

**TERMS OF SERVICE AGREEMENT**

Through this Site, you may register as a Speaker, Trainer, Webinar Host, Moderator or Speaker Bureau or Agency and get access to list of events/speaking opportunities like Training Sessions, Webinars, Events etc (collectively, the foregoing is referred to in this Agreement as the **“Services”** and the term **“Speaker”** collectively includes Trainers, Moderators, Webinar Hosts, Pro Bono or Volunteer Speakers, Speaker Bureaus and Agencies, and similar performances or performers).

Your use of the Site [www.speakerore.com](http://www.speakerore.com) (**the “Website”**) and the Services are subject to the terms of a legal agreement between you and SpeakerOre Partnerships Enterprise (**“Owner”** or “we” or “us”, registered at Secunderabad, the owner of the Site. These “Terms of Use” (the **“Terms of Service”**) contain the terms of that legal agreement and all parts and sub-parts of which are specifically incorporated by reference here together with the Privacy Policy. The terms “you” or “your” refer to the individual accessing the Site and/or using the Services as well as the entity or business that the individual is representing. To use the Services, you must first agree to the terms of these Terms of Service. You acknowledge your acceptance of this Terms of Service, our Privacy Policy and any other terms posted on the Site by:

1. clicking to accept or agree, where this option is made available to you; or
2. by actually signing up for and/or using the Services.

You also acknowledge and agree that the Website may use your personal information in the manner described in our Privacy Policy which sets forth how information collected about you is collected, used and stored.

**ASSENT AND ACCEPTANCE**

**Please read the following Terms of Service Agreement carefully as it contains very important information regarding your rights and obligations, as well as conditions, limitations and exclusions that may apply to you. By accessing or using our site and our services, you agree to be bound by these terms and all terms incorporated herein by reference. It is the responsibility of you, the User, Subscriber or Prospective Subscriber to read the terms before proceeding to use the site. By using the Website, You warrant that You have read and reviewed these Terms of Service and that You agree to be bound by it. If You do not expressly agree to all the terms, then please do not access or use our site or our services. The Owner only agrees to provide use of this Website and Services to You if You assent to these Terms of Service. Further, based on the Services obtained by a User, additional terms and conditions in respect of the specific Services may apply, which shall be deemed an agreement between the Users and the Owner.**

**The following TOS is a legally binding agreement that shall govern the relationship with our users and other individuals who may interact or interface with SpeakerOre, and our Affiliates as defined in this Agreement, in association with the use of the Sites and its Services as defined below.**

1. **REGISTRATION**

To register and become a "subscriber" of the Site, you must be at least the age of majority (18 years of age). Minors may use this Sites under the supervision of their parents or legal guardians who agree to be bound by this TOS on their behalf. If you are a parent or legal guardian agreeing to this TOS on behalf of a minor, then you are fully responsible for his or her use of the Sites and Services, including all liabilities.

When you register, SpeakerOre may collect information such as your name, e-mail address, birth date, gender, mailing address, occupation, industry and personal interests (“Account Information”). You can edit your Account Information at any time. Furthermore, the registering party hereby acknowledges, understands, and agrees to:

a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and

b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, SpeakerOre will have sufficient grounds and rights to suspend or terminate the subscriber in violation of this aspect of the Agreement, and as such refuse any and all current or future use of SpeakerOre Services, or any portion thereof.

1. **DESCRIPTION OF THE WEBSITE SERVICES OFFERED AND SCOPE OF USE**

The Sites offers online tools which have the following description and shall hereinafter be known as the “Services”:

SpeakerOre is an online platform to act as a sourcing link between the Event Managers/Organisers and the Speakers. We provide database of numerous events that are going to take place in future. Subscribers shall get access to the list whereby they can contact the organisers to provide them with opportunity of speaking at the events. The speaking opportunities listed may or may not be paid. Event Managers/Organisers can also register to post their requirements for speakers. However, we do not mediate between the speakers and organisers for promise of any guaranteed speaking opportunities.

SpeakerOre does not take any responsibility regarding the authenticity of the data relating to events and organisers. All information regarding the events/organisers needs to be validated and background check of organisers/managers shall be carried on by the subscribers themselves.

Any and all visitors to our Sites, despite whether they are registered or not, shall be deemed as "users" of the herein described Services provided for the purpose of this TOS. Once an individual register's for our Services through the process of creating an account, the user shall then be considered a "subscribers."

Users and/or subscribers acknowledge and agree that the Services provided and made available through our Site and applications, which may include some mobile applications and may be made available on various social media networking sites, numerous other platforms and downloadable programs, are the sole property of SpeakerOre. At its discretion, SpeakerOre may offer additional website Services and/or products, or update, modify, or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. SpeakerOre does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user and/or subscriber, acknowledge, accept and agree that SpeakerOre shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable Terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified Terms, you must stop using the provided Services.

Furthermore, the user and/or subscriber understands, acknowledges, and agrees that the Services offered shall be provided "AS IS" and as such SpeakerOre shall not assume any responsibility or obligation for the timeliness, missed deliveries, deletion and/or any failure to store user content, communication, or personalization settings.

The Website does not screen or censor the users who register on and access the Website. You assume all risks associated with dealing with other users with whom you come in contact through the Website. You agree to use the Website only for lawful purposes without infringing the rights or restricting the use of this Website by any third party.

1. **SUBSCRIBER ACCOUNT, USERNAME, PASSWORD AND SECURITY AND SUBSRCIBER OBLILGATIONS**

As a user of the Website or Services, You are be asked to register with Us. When You do so, You will choose a user identifier, which may be Your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, Your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable You to use the Website and Services. You must not share such identifying information with any third party and if You discover that Your identifying information has been compromised, You agree to notify Us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of Your identifying information as well as keeping Us apprised of any changes to Your identifying information. The billing information You provide us, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of Your identifying information. Providing false or inaccurate information, or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of these Terms of Service. The Owner reserves the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.

When you set up an account, you are the sole authorized user of your account. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It is your responsibility for any act or omission of any user(s) that access your account information that, if undertaken by you, would be deemed a violation of this TOS. It shall be your responsibility to notify SpeakerOre immediately if you notice any unauthorized access, use of your account or password, or any other breach of security. SpeakerOre shall not be held liable for any losses and/or damages arising from any failure to comply with this clause.

1. **LICENSE TO USE WEBSITE/APPLICATION AND INFORMATION POSTED ON IT**

The Owner may provide You with certain information as a result of Your use of the Website or Services. Such information may include, but is not limited to, documentation, data, or information developed by the Owner, and other materials which may assist in Your use of the Website or Services ("Owner Materials"). Subject to these Terms of Service, the Owner grants You a non-exclusive, limited, non-transferable and revocable license to use the Owner Materials solely in connection with Your use of the Website and Services. The Owner Materials may not be used for any other purpose and this license terminates upon Your cessation of use of the Website or Services or at the termination of these Terms of Service.

The database is collated from different sources including the internet, websites, social media platforms, organic sources, etc. Any incorrect information is unintentional and only what has been received from the sources and the subscriber accepts that any mistake cannot be contended in any court of law to file any kind of cases against SpeakerOre, their management, their promoters or affiliated parties.

The subscribers also agree not to share/part with the data and information collected from the use of our website/application with anybody who is not user or subscriber to the website/application. In the event of registered subscriber sharing such information with non-subscribers shall amount to infringement and violation of privacy which shall further be subject to prosecution in the court of law.

You agree not to collect contact information of other Users from the Website or download or copy any information by means of unsolicited access so as to communicate directly with them or for any reason whatsover.

Any unauthorized use by you shall terminate the permission or license granted to you by the Website and You agree that you shall not bypass any measures used by the Owner to prevent or restrict access to the Website.

Subscribers should abstain from using SpeakerOre’s logo or brand name for any kind of promotions or other purpose. Further, none of the users or subscribers can represent themselves as representative of SpeakerOre unless authorized by SpeakerOre management in writing. Any unwanted representations shall be subject to prosecution in the court of law.

1. **SPEAKERORE’S AFFILIATES**

Once you register with SpeakerOre, sign in to our site, application and utilize our Services, you are no longer anonymous to us or any of our affiliated partners, agents, employees, officers, licensors, subcontractors, parents, subsidiaries or any other third parties (“Affiliates”). You agree and understand that your Account Information, use of Services, and browsing information as outlined in the Privacy Policy shall be shared with SpeakerOre’s Affiliates. Upon consenting to this TOS by registering with SpeakerOre, you understand and agree that you are consenting to SpeakerOre’s Affiliates having identical rights described in this TOS and the Privacy Policy, which shall include but is not limited to indemnity, licenses, access to Account Information, and any of your relevant content. SpeakerOre’s Affiliates will not have the authority to terminate or modify your access to the Sites or Services, but may inform SpeakerOre of any of your violations of this Agreement and encourage SpeakerOre to do so if necessary.

## **SUBSCRIPTION PACKAGES AND PRICING**

Should You register for any of the paid Services on this website or, You agree to pay Us the specific monetary amounts required for those Services. These monetary amounts ("Subscription Fees") will be described to You during Your account registration and/or confirmation process. The final amount required for payment will be shown to You immediately prior to purchase. Payment for any on-going Services is billed automatically until You notify Us that You would like to terminate Your access to the Services.

Information regarding the different subscription packages that may be available are posted on the SpeakerOre website. Subscription offerings and pricing is subject to change at any time at SpeakerOre’s discretion. Taxes, as required by law, are in addition to all prices listed, unless otherwise indicated on the website.

SpeakerOre may add new features for additional fees, or amend the fees for existing Services, at any time at its sole discretion.

In case, there is any short charging by SpeakerOre for subscription or transaction fees or any other fee because of technical or other reasons, SpeakerOre reserves the right to deduct/charge/claim the balance subsequently at its own discretion.

SpeakerOre may offer you discounted or free upgrades to its premium packages for a limited period of time (e.g. 1 month, 6 months or 1 year) as part of its launch strategy or marketing campaigns. We will inform you before the expiry of such upgrade period about downgrading the account or the possibility to keep the premium package for payment as indicated on the website. SpeakerOre shall not be liable to keep the free premium package beyond the period offered in the promotional campaign.

SpeakerOre currently accepts payments through: (a) Indian & International credit cards and Indian debit cards; (b) internet banking of certain banks in India; and, (c)NEFT and RTGS transactions. In cases of larger order and in other cases that SpeakerOre deems appropriate, SpeakerOre may accept payments through cheques issued by banks in India or in cash. SpeakerOre may from time to time and in its sole discretion agree to accept payments through such other modes as SpeakerOre may deem appropriate. Current billing address, phone number, and other information demanded on the Website and/or Mobile application must be included with every request for booking/ reservation.

You represent and warrant that you are the rightful owner of, or are authorized to use, the debit card/credit card/net banking facility utilized in connection with any transaction done by you at SpeakerOre. While making payment at Speaker Ore, you authorize SpeakerOre and its agents to transact with your bank or other payment gateways to obtain necessary information required to process payment, confirm payment, resolve inquiries and billing disputes and/or as otherwise required to manage the booking/ reservation. You must adhere to the terms and conditions that are prescribed by the payment gateways through which you choose to transact. SpeakerOre shall not be responsible for any Losses incurred by you while transacting through these payment gateways.

SpeakerOre declines all responsibility related to debit card/credit card/net banking transaction processing and data as that is the sole responsibility of the banks/respective service providers as per their own terms and conditions.

SpeakerOre will provide a seven (07) business day grace period to bring your account up to date if payments fail or are rejected before suspending your account or making it hidden from the public.

The payment made towards subscription fees shall be non-refundable under any circumstances and is attributable only towards use of information available on our application and updated from time to time.

We reserve the right to refuse service on the Website at our sole discretion to anyone for any reason at any time.

1. **ACCEPTABLE USE AND CONDUCT**

As a user or subscriber of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is your expressed sole responsibility. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of SpeakerOre’s Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Sites or Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/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 by SpeakerOre.

Furthermore, you herein agree not to make use of SpeakerOre’s Services for the purpose of:

a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed in our discretion to be unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, offensive, obscene, pornographic, libelous, or invasive of another's privacy, or which is hateful, threatening, or otherwise objectionable to any group defined by race, religion, gender, national origin, or sexual orientation, including without limitation to expressions of bigotry, prejudice, racisms, hatred, or profanity;

b) causing harm to minors in any manner whatsoever;

c) impersonating any individual or entity, including, but not limited to, any SpeakerOre’s officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;

d) forging captions, headings ,or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;

e) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other individual or entity;

f) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;

g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;

h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;

i) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;

j) interfering with or disrupting any of SpeakerOre Services, servers, and/or networks that may be connected or related to our Site, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;

k) intentionally or unintentionally violating any local, state, federal, national or international laws;

l) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the Indian government as a "foreign terrorist organization" in accordance with provisions contained in the Information Technology Act, 2000 and its amendment in 2008, and its applicable rules thereunder;

m) "stalking" or with the intent to otherwise harass another individual;

n) selling or promoting any products or services, including any controlled pharmaceutical substances, tobacco, or firearms;

o) promoting, soliciting, or participating in any multi-level marketing or pyramid schemes;

p) posting or transmitting any unsolicited advertising, promotional materials, or any other forms of solicitation, including without limitation the solicitation of credit card numbers, solicitation for sponsors, or promotion of raffles or contests without prior consent from us; and/or

q) collecting or storing of any personal data relating to any other subscriber or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

You also agree that you will not attempt to or permit any third party to reverse engineer, decompile, disassemble, translate, derive the source code for, interfere with, rent, sell or lease the Services, any part thereof or access thereto.

SpeakerOre herein reserves the right, but does not have an obligation, to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other visitors, users and/or subscribers.

SpeakerOre herein reserves the right to access, preserve and/or disclose subscriber account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

1. compliance with any legal process;
2. enforcement of the TOS;

c) responding to any claim that therein contains content in violation of the rights of any third party;

d) responding to requests for customer service; and/or

e) protecting the rights, property, or the personal safety of SpeakerOre, its visitors, users and subscribers, including the general public.

SpeakeOre herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by SpeakerOre or any other content providers supplying content services to SpeakerOre. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

You shall solely be responsible for any loss that may be incurred by any person as a consequence of the use of/ reliance on Your Information and you agree and undertake to indemnify and hold harmless, the company, its employees, officers, affiliates, partners and group companies from all such losses.

“Loss” for the purposes of these Terms of Use means each loss, damage, fine, penalty, cost, expense or other liability (including legal and other professional fees) and Losses shall be interpreted accordingly.

1. **ASSUMPTION OF RISK**

The Website and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and the Owner. You further agree that Your purchase of any of the products on the Website is at Your own risk. The Owner does not assume responsibility or liability for any advice or other information given on the Website.

1. **CONTRIBUTIONS TO COMPANY WEBSITE**

SpeakerOre provides an area for our users and subscribers to contribute feedback to our Site. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our Sites, you acknowledge and agree that:

a) your contributions do not contain any type of confidential or proprietary information;

b) SpeakerOre shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;

c) SpeakerOre shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;

d) the contributor's Contributions shall automatically become the sole property of SpeakerOre; and

e) SpeakerOre is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

## INDEMNITY

All users and/or subscribers herein agree to indemnify, and hold SpeakerOre and our Affiliates harmless and defend SpeakerOre and our Affiliates from any claim or demand, which may include, but is not limited to, damages, losses, liabilities, and all costs and expenses of defense reasonable attorney fees resulting directly or indirectly from a claim made by any third party which may arise from any content a subscriber or user of our Sites may have submitted, posted, modified, transmitted or otherwise made available through our Services, the use of SpeakerOre Services or your connection with these Services, violations of the TOS, and/or any violation of any such rights of another person.

## COMMERCIAL REUSE OF SERVICES

The subscriber or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to SpeakerOre’s Site.

## USE AND STORAGE GENERAL PRACTICES

You herein acknowledge that SpeakerOre may set up any such practices and/or limits regarding the use of our Services, without limitation of the maximum number of days that any email, message posting, or any other uploaded content shall be retained by SpeakerOre, the maximum number of email messages that may be sent and/or received by any subscriber, the maximum volume or size of any email message that may be sent from or may be received by an account on our Site, the maximum disk space allowable that shall be allocated on SpeakerOre’s servers on the subscriber's behalf, and/or the maximum number of times and/or duration that any subscriber may access our Services in a given period of time. In addition, you also agree that SpeakerOre has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages and/or other communications or content maintained or transmitted by our Services. You also herein acknowledge that we reserve the right to delete or remove any account that is no longer active for an extended period of time. Furthermore, SpeakerOre shall reserve the right to modify, discontinue, alter, and/or update these general practices and limits at our discretion without any notice at any time.

## MODIFICATIONS

SpeakerOre shall reserve the right at any time it may deem fit, to modify, alter and/or discontinue, whether temporarily or permanently, our Services, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

Our Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Site at any time, but we have no obligation to update any information on our Site. You agree that it is your responsibility to monitor changes to our Site.

## **TERMINATION AND SUSPENSION**

Either party can terminate this Agreement at any time and for any reason including its own convenience.  Termination does not relieve you of your obligations as defined in this Agreement.

As a subscriber of SpeakerOre, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to [info@speakerore.com](mailto:info@speakerore.com) or by following the Unsubscribe procedure laid on the website.

As a subscriber, you agree that SpeakerOre may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

1. any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline;
2. by way of requests from law enforcement or any other governmental agencies;
3. the discontinuance, alteration and/or material modification to our Services, or any part thereof;
4. unexpected technical or security issues and/or problems;
5. any extended periods of inactivity;
6. any engagement by you in any fraudulent or illegal activities; and/or
7. any complaint from any event organizer about any speaker will lead to immediate cancellation of their subscription without any refunds; and/or
8. the nonpayment of any associated fees that may be owed by you in connection with your account Services. Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address, and/or access to any of our Services.

SpeakerOre may choose, at its sole discretion, to terminate the Agreement and proceed as per below mentioned points. The termination of your account with SpeakerOre shall include any and/or all of the following:

1. the removal of any access to all or part of the Services offered within the Sites;
2. the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof;
3. the barring of any further use of all or part of our Services.
4. Upon termination for any reason, SpeakerOre may, but is not obligated to, delete all of your information and the Content you Posted. Company shall not be liable to you for compensation, reimbursement, or damages in connection with your use of the Service, or any termination or suspension of the Service or deletion of your information or other Content. You will lose access to your account upon termination and any data or other Content may not be able to be recovered once your account is terminated and the Content and/or other data is deleted. Re-subscribing at a later date will NOT result in the Content and/or data being restored.
5. There is no refund for terminations or portion of unused periods of time previously paid for
6. Company may terminate or restrict your use of the Service, without any refund or other compensation or notice if you are, or if Company suspects that you are: (i) in violation of any term of this Agreement; or (ii) engaged in illegal or improper use of the Service.
7. Other than as stated herein and on the Service’s pricing page, PAYMENTS ARE NONREFUNDABLE. Refunds may nevertheless be granted at the sole discretion of the Company.

## INTELLECTUAL PROPERTY & PROPRIETARY RIGHTS

As between you and SpeakerOre, SpeakerOre owns, solely and exclusively all right, title, and interest in and to the Site and Services, all content (including, for example, audio, images, photographs, illustrations, text, graphics, logos, button icons, other visuals, videos, copy, etc.) software code, data, and materials thereon, the look, feel, design, and organization of the Sites, and the compilation of the content, code, data, and materials on the Sites, including but not limited to any copyrights, trademark rights, patent rights, database rights, trade secrets, moral right (including the right of authorship and attribution and subsequent modification), sui generis rights and other intellectual property and proprietary rights (whether registered or unregistered in any jurisdiction) therein. Your use of the Sites or Services does not grant you ownership of any content, software, code, data, or materials you may access on the Sites.

You do hereby acknowledge and agree that SpeakerOre's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by SpeakerOre or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or create any plagiaristic works which are based on SpeakerOre Services (e.g. Content or Software), in whole or part.

SpeakerOre herein has granted you a personal, non-transferable, non-exclusive right and license to make use of the object code or our Software, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by SpeakerOre for use in accessing our Services.

As a subscriber of the site, You agree that the Website and all Services provided by the Owner are the property of the Owner, including all copyrights, trademarks, trade secrets, patents and other intellectual property ("Owner IP"). You agree that the Owner owns all right, title and interest in and to the Owner IP and that You will not use the Owner IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Owner IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Owner.

a) In order to make the Website and Services available to You, You hereby grant the Owner a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content You publish, upload or otherwise make available to the Website ("Your Content"). The Owner claims no further proprietary rights in Your Content.

b) If You feel that any of Your intellectual property rights have been infringed or otherwise violated by the posting of information or media by any of Our other users, please contact Us and let Us know.

1. **WARRANTY DISCLAIMERS**

Your use of the Website and the mobile application is at your own risk. Everything on the Website and the mobile application including the access to listing of and information about any users/subscribers/event organisers/speakers are provided to you on an "as is where is" basis and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk as to the results and performance obtained from using the Content is assumed by you.

The users/subscribers providing services listed on the Website or the mobile application are third parties obtaining services from SpeakerOre as an independent contractor and not agents or employees of SpeakerOre. SpeakerOre is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

The Website and the mobile application and the Content contained therein could include technical or other inaccuracies or typographical errors. You agree and acknowledge that much of the Content on the Website and mobile application is provided and/or uploaded by third parties. SpeakerOre makes no representations or warranties as to the completeness or accuracy of Content. SpeakerOre makes no commitment to update or correct the Content that appears on the Website and/or the mobile application.

SpeakerOre makes no representations about the suitability of the information, software, products and services contained on the Website and mobile application for any purpose, and the inclusion or offering for sale of any products or services on the Website and mobile application does not constitute any endorsement or recommendation of such products or services by SpeakerOre. All such information, software, products, and services are provided on an "as is where is" basis without warranty of any kind. SpeakerOre disclaims all warranties, conditions and liability with regard to this information (including, without limitation, photographs, a list of amenities and descriptions of Suppliers), software, products, and services including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision.

1. **LIMITATION OF LIABILITY**

COMPANY SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST SAVINGS, OR LOST DATA, OR FOR ANY DAMAGE RELATED TO THE USE OF, OR INABILITY TO USE, THE WEB SITE OR THE SERVICES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. COMPANY’S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS SHALL BE FOR THOSE DIRECT DAMAGES SUFFERED BY YOU AND SOLELY DUE TO COMPANY’S PERFORMANCE UNDER THIS AGREEMENT AND SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO COMPANY FOR THE SERVICES DIRECTLY RELATED TO THE DAMAGES SUFFERED. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT, MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations in this Agreement may not apply to you.

1. **GOVERNING LAW OR DISPUTE RESOLUTION AND ARBITRATION**

This Policy shall be governed by and construed in accordance with the laws of the Republic of India and subject to the provisions of arbitration set out herein, the courts at Bangalore shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with this Policy.

If any dispute arises between SpeakerOre and the user/subscriber in connection with or arising out of the validity, interpretation, implementation or alleged breach of any provision of the Policy, such dispute shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this clause.

There shall be one (1) arbitrator and the seat of the arbitration shall be Bangalore, India.

The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

1. **FOREIGN JURISDICTION**

SpeakerOre makes no representation that the content contained on the website is appropriate or to be used or accessed outside of the Republic of India. If the users use or access the website from outside the Republic of India, they do so at their own risk and are responsible for compliance with the laws of such jurisdiction.

1. **THIRD PARTY BENEFICIARIES**

You herein acknowledge, understand and agree, unless otherwise expressly provided in the TOS, that there shall be no third-party beneficiaries to this Agreement.

## TRADEMARK INFORMATION

You herein acknowledge, understand, and agree that all of the SpeakerOre trademarks, copyright, trade name, service marks, and other SpeakerOre logos, brand features, products, and/or and Service names are trademarks and as such, are and shall remain the property of SpeakerOre. You herein agree not to display and/or use in any manner the SpeakerOre logo or marks without obtaining SpeakerOre’s prior written consent.

## NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY

You acknowledge, understand, and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

1. **MODIFICATION & VARIATION TO TERMS OF SERVICE**

The Owner may, from time to time and at any time without notice to You, modify these Terms of Service. You agree that the Owner has the right to modify these Terms of Service or revise anything contained herein. You further agree that all modifications to these Terms of Service are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of these Terms of Service, unless prior versions are specifically referred to or incorporated into the latest modification or variation of these Terms of Service.

a) To the extent any part or sub-part of these Terms of Service is held ineffective or invalid by any court of law, You agree that the prior, effective version of these Terms of Service shall be considered enforceable and valid to the fullest extent.

b) You agree to routinely monitor these Terms of Service and refer to the Effective Date posted at the top of these Terms of Service to note modifications or variations. You further agree to clear Your cache when doing so to avoid accessing a prior version of these Terms of Service. You agree that Your continued use of the Website after any modifications to these Terms of Service is a manifestation of Your continued assent to these Terms of Service.

c) In the event that You fail to monitor any modifications to or variations of these Terms of Service, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

1. **SERVICE INTERRUPTIONS**

The Owner may need to interrupt Your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that the Owner shall have no liability for any damage or loss caused as a result of such downtime.

SpeakerOre will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

1. **MISCELLANEOUS TERMS**

## 26.1 **Severability.**  If and to the extent that any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and, if possible, shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of this Agreement in that or any other jurisdiction.

## 26.2 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the written permission of Company.  Company is free to assign this Agreement to any third party.

**26.3** **Section Headings**.  The section headings and numbering of this Agreement are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

**26.4**  **No Waiver.** No failure or delay by SpeakerOre in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof by SpeakerOre shall preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.