

## Terms of Service

(Last updated on 25-07-2024)

Welcome to Dcharcha ("the Platform"). These Terms of Service ("Terms") govern your access to and use of the Platform as a user ("User"). By using the Platform, you agree to comply with these Terms.

### 1. Acceptance of Terms

1.1 By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as any additional terms and conditions that may apply to specific features or services within the Platform. 1.2 If you do not agree to these Terms, you may not use the Platform.

### 2. User Obligations

#### 2.1 Eligibility:

- **Users above 18 years old:** Users who are 18 years of age or older may create an account and use the Platform without any restrictions.
- **Users under 18 years old:** Users who are under 18 years old may create an account and use the Platform under the guidance and supervision of a parent or legal guardian.

#### 2.2 Parental or Guardian Consent:

- Users under 18 years old must obtain the consent of a parent or legal guardian before creating an account or using the Platform.
- By providing consent, the parent or legal guardian acknowledges and agrees to be responsible for the actions and activities of the underage User on the Platform.

#### 2.3 Account Creation:

- Users above 18 years old may independently create an account on the Platform.
- Users under 18 years old must have a parent or legal guardian create the account on their behalf and provide accurate and complete information.

#### 2.4 Responsibility of Parent or Guardian:

- Parents or legal guardians are responsible for monitoring and supervising their underage child's use of the Platform.

- Parents or legal guardians should ensure that their child complies with the Terms of Service and uses the Platform in a safe and appropriate manner.

## **2.5 Acceptable Use:**

- You agree to use the Platform in compliance with applicable laws and regulations. You shall not engage in any activities that may harm, interfere with, or disrupt the functioning of the Platform or other users' experience. This includes but is not limited to unauthorized access, data scraping, spamming, or any form of abuse or harassment.

## **3. User Responsibilities**

3.1 You are solely responsible for your use of the Platform and for any Content you post, upload, or transmit through the Platform. 3.2 You agree to use the Platform in a manner that is lawful, respectful, and in compliance with applicable laws, regulations, and these Terms. 3.3 You are responsible for maintaining the confidentiality of your account credentials and for any activities that occur under your account.

## **4. Content and Intellectual Property Rights**

4.1 The Platform allows Users to collaborate, communicate, and share knowledge. You understand and agree that any Content posted, uploaded, or transmitted through the Platform is the sole responsibility of the User who originated such Content.

4.2 By posting, uploading, or transmitting Content through the Platform, you grant us a non-exclusive, worldwide, royalty-free license to use, modify, reproduce, distribute, and display the Content for the purpose of operating and improving the Platform.

4.3 You represent and warrant that you have all necessary rights to grant the above license and that your Content does not infringe upon the rights of any third party.

4.4 We respect the intellectual property rights of others. If you believe that your intellectual property rights have been infringed upon, please contact us promptly.

## **5. Prohibited Conduct**

5.1 While using the Platform, you agree not to engage in any conduct that:

- Violates any applicable laws, regulations, or these Terms;
- Infringes upon the rights of others, including intellectual property rights;
- Is harmful, abusive, defamatory, obscene, or otherwise objectionable;
- Impersonates any person or entity, or falsely represents your affiliation with any person or entity;

- Contains spam, viruses, or other malicious code;
- Interferes with or disrupts the functioning of the Platform or its servers.

## **6. Privacy Policy**

6.1 We respect your privacy and are committed to protecting your personal information. Please review our Privacy Policy to understand how we collect, use, and disclose your information when you use the Platform.

## **7. Termination**

7.1 We may suspend or terminate your access to the Platform, without prior notice, if we believe you have violated these Terms or engaged in any prohibited conduct.

7.2 You may also terminate your use of the Platform at any time by discontinuing its use and deleting your account.

7.3 If we become aware that a User under 18 years old has created an account without parental or guardian consent, we reserve the right to suspend or terminate the account.

7.4 Parents or legal guardians may request the termination of their child's account by contacting us at [support@dcharcha.com](mailto:support@dcharcha.com).

## **8. Limitation of Liability**

8.1 To the maximum extent permitted by law, we shall not be liable for any direct, indirect, incidental, consequential, or exemplary damages arising out of or in connection with your use of the Platform.

8.2 We do not endorse, warrant, or guarantee the accuracy, reliability, or quality of any Content posted, uploaded, or transmitted through the Platform.

## **9. Modifications to the Terms**

9.1 We reserve the right to modify or update these Terms at any time without prior notice. The updated Terms will be effective upon posting within the Platform.

9.2 It is your responsibility to review these Terms periodically. Your continued use of the Platform after the posting of any modifications constitutes your acceptance of the updated Terms.

## **10. Governing Law**

10.1 These Terms shall be governed by and construed in accordance with the laws of India. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts in India.

## **11. Contact Us**

11.1 If you have any questions, concerns, or feedback regarding these Terms or the Platform, please contact us at [support@dcharcha.com](mailto:support@dcharcha.com).

Thank you for using Dcharcha. We hope you enjoy collaborating, communicating, and driving meaningful change within your community.