

## **Terms and Conditions**

### **OVERVIEW**

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The terms "NFS", "we", "us" and "our" refer to Nofiltr Social LLP. Throughout this site, these Terms apply to all visitors, users, and others who access or use our website and services. In addition to these Terms, if You enter into a separate service agreement ("Service Agreement") with NFS, the terms of that agreement will apply to the services provided under that agreement. In the event of any conflict between these Terms and the terms of Your Service Agreement, the terms of Your Service Agreement shall govern with respect to the conflicting provisions.

The most current version of these Terms will be available any time at (website name) ("Site"). Any revised Terms will become effective 14 (fourteen) days after we post them on the Site or send You notice of such changes. If You do not consent to the changes in the Terms, You may, within 7 (seven) days after learning of the changes, request a copy of the Terms that were in effect when You agreed to the Terms. To do so, please contact us by email at [insert email address]. Upon receiving Your request, we will honour the provisions of the prior version of the Terms, as applicable.

If You are accessing this Site on behalf of a company, business, or other legal entity, You confirm that You have the authority to bind that entity and its affiliates to these Terms. In this case, the terms "You" or "Your" will refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these Terms of Service, You must not accept them and may not use the Service.

Scope of Services ("Services")

### **GENERAL CONDITIONS**

1. By agreeing to these Terms, You are confirming that You are at least the legal age of majority in Your state or province, or that You have the consent of a parent or guardian to allow any minor dependents to use this site.
2. Subject to the Terms, You may access or use the Services only for lawful purposes.
3. All rights, title, and interest in the Services and its components shall remain the exclusive property of (website name) unless otherwise stated in Your Service Agreement.
4. In the event of any breach or violation of these Terms will result in an immediate termination of Your Services.

5. You agree not to reproduce, duplicate, copy, modify, sell, resell, or otherwise exploit any part of the Services, its usage, access, or any contact through the website, without our written consent.
6. You shall not store on any network, hard drive, computer or cloud-storage any NFS intellectual property or third party data or other information obtained from the Services or the Site unless otherwise indicated in Your Service Agreement.
7. You acknowledge that Your content (excluding credit card information) may be transferred unencrypted and could involve (i) transfers over multiple networks, and (ii) modifications to meet the technical requirements of different networks or devices.
8. You shall comply with any reasonable codes of conduct, policies, or other notices (website name) provides You or publishes in connection with the Services, and You shall promptly notify NFS if You learn of a security breach related to the Services.
9. Any rights not explicitly granted in these Terms are reserved. No license or right to use any trademark of NFS or any third party is granted to You in connection with the Services. NFS reserves the right to modify, suspend, or discontinue the Services (or any part of it), either temporarily or permanently, for any reason.
10. The failure of NFS to exercise or enforce any right or provision of these Terms shall not be considered a waiver of that right. You acknowledge that these Terms constitutes a contract between You and NFS, even though it is electronic and not physically signed, and it governs Your use of the Services.
11. The Services includes features accessible via mobile devices, such as the ability to browse the Service and the Site from a mobile device, as well as access certain features through internet browsing apps downloaded and installed on Your device (collectively, the "Mobile Services"). If You access the Services through a mobile device, Your wireless carrier's standard charges, data rates, and other fees may apply. Additionally, downloading, installing, or using certain Mobile Services may be restricted or prohibited by Your carrier, and not all Mobile Services may be compatible with all carriers or devices.

### **THIRD-PARTY WEBSITES/LINKS**

1. The Site may provide links to third-party websites. However, we do not endorse or make any representations with regard to the quality, legality, or functionality of these links or their services.
2. By following such links, you acknowledge that the destination site is not controlled by NFS, and different terms and privacy policies may apply. We are not responsible for any content or transactions on third-party sites.
3. Any transactions or services purchased through third-party sites are strictly between you and the third-party provider. You agree that (website name) is not liable for any issues, costs, or damages arising from such transactions.

### **INTELLECTUAL PROPERTY RIGHTS**

1. (website name) owns rights in the name and trademark \_\_\_\_ and the \_\_\_\_, logos that appear on the Site ("Logo"). You are not authorised to use these marks in any manner, including as part of any other trademark, company name or domain name, or in connection with any

product or service. NFS owns or is the license holder of all intellectual property rights, including copyright, in relation to the Site and the content we host, publish, display, or upload. All such works are protected by applicable laws, with all rights reserved by us.

2. No information, content or material from (website name) may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any manner without our express written permission.

3. You agree that any feedback or ideas you provide to NFS regarding the Site, Services, or any suggested improvements (collectively, the "Feedback") will become the exclusive property of NFS. To the extent You retain any rights in the Feedback, You hereby assign all rights, title, and interest in the Feedback to NFS. You further agree to take any actions reasonably requested by NFS to perfect and enforce these rights.

### **DISCLAIMER OF WARRANTIES**

1. We do not guarantee that Your use of the Services will be uninterrupted, secure, timely, or error-free. The Services may be temporarily unavailable due to scheduled maintenance, unscheduled emergency maintenance by (website name) or third-party providers, or other reasons beyond NFS's reasonable control.

2. The Services, including the Site, content, and all server and network components, is provided "as is" and "as available," without any warranties of any kind. You acknowledge that NFS does not warrant that the Site will be uninterrupted, timely, secure, error-free, or free of viruses. Further, NFS makes no warranty regarding the results that may be obtained from using the Site, and no information, advice, or services obtained from (website name) or through the Services shall create any warranty not expressly stated in this TOS.

3. NFS and its directors, employees, affiliates, agents, and partners are not liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, or consequential damages, including lost profits, revenue, savings, data, or replacement costs, arising from Your use of the Services, or any related claim.

### **LIMITATION OF LIABILITIES**

Under no circumstances whether in contract, tort, or otherwise shall NFS be liable to You or any third party for (a) any indirect, incidental, special, exemplary, consequential, or punitive damages, including lost profits, lost sales or business, or lost data, or (b) for any direct damages, costs, losses, or liabilities (including attorneys' fees). The provisions of this clause allocate the risks under this Terms and the Services Agreement between the parties, and both parties have relied on these limitations when deciding whether to enter into these Terms.

### **GOVERNING LAW**

These Terms shall be governed by the laws of Mumbai, India without regard to the principles of conflicts of law. Unless otherwise elected by NFS in a particular instance, You hereby expressly agree to submit to the exclusive personal jurisdiction of the courts of India to resolve any dispute relating to Your access to or use of the Services.