# Terms and conditions

Welcome to BoomPanda!

The domain name www.boompanda.in is owned by Gladius Ventures LLP, company incorporated under the Companies Act, 2013 having its registered office at 301, Ekdant Corner, Near Sinhgad College Campus, Off Sinhgad Road, Pune, Maharashtra, 411046  (“BoomPanda” or “Us” or “We”or “Our”). The Website is internet-based portal, owned and operated by Gladius Ventures LLP, that assist users to access various benefits such as, but not limited to, completing missions, projects, gigs, micro-jobs, part time jobs, avail discounts & offers, register for activities, applying for internships.

These terms and conditions outline the rules and regulations for the use of Website www.boompanda.in (hereinafter referred to as “BoomPanda” or “Platform” or “Website”)

These terms and conditions ("Agreement") sets forth the general terms and conditions of your use of the BoomPanda and any of its related products and services (collectively, "Services"). This Agreement is legally binding between all users including users who are browsers, content providers, customers and/or are in any manner connected with and/or contribute to the use of the Platform ("User", "you" or "your") and this Website operator ("Operator", "we", "us" or "our"). Subject to Your compliance with these Terms, We grant You a non-exclusive, non-transferable, limited privilege to access and use Our Platform. By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and the Operator, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services. These Terms are an electronic record generated by a computer system and do not require any physical or digital signatures.

Accounts and membership

You must be at least 13 years of age to use the Website and Services. By using the Website and Services and by agreeing to this Agreement you warrant and represent that you are at least 13 years of age. If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services and we may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Products or any pending pending payments from our side. We may block your email address and Internet protocol address to prevent further registration.This Agreement will survive indefinitely unless and until BoomPanda chooses, in its sole discretion and without advance to you, to terminate it.

Use/Transaction as a minor:

As a minor if You use or transact on the Platform(s), such use or transaction shall be deemed to be made through Your legal guardian or parents who have given their implied consent to allow their minor dependents to use this Platform(s), at the risks and consequences of the legal guardian or parents, as the case may be.

BoomPanda will not collect any personal data from minors. We encourage parents and legal guardians to monitor their minor dependent’s usage on the Platform and urge them in enforcing Our Privacy Policy by instructing their minor dependents not to provide any personal information on the Platform(s).

SERVICES:

The Platform is an online platform that supports and facilitates Users to create a student profile, submit their details in order to find and apply for and get access to various benefits such as completing tasks,missions, gigs, offers, part time jobs, projects, internship opportunities (collectively “Activities”) on BoomPanda (“Services”). The Platform(s) may be accessed without any registration. However, We shall be enabling registrations through which You can register with Us and enjoy Our Services from one single account on the Platform. For such registration, You shall register as per the terms detailed hereunder.

On registration on the Platform(s), You shall have an option to create a User Profile (“User Profile”) through which You can avail our Services. While we put our best efforts to help You find a suitable Activities, however, posting your details and applying for Activities on BoomPanda does not guarantee you earning money. By applying for Activities through Our Platform, You acknowledge that such Activities are subject to the terms and conditions of the Company and it is Your responsibility to review such terms and conditions before accepting any offer of Activities with that Company. BoomPanda shall place the information relating to Activities in appropriate sections on the Platform or in allied publications as We may deem fit and proper. BoomPanda reserves its right to reject or delete any insertion or information/data provided by the Company without assigning any reason either before uploading or after uploading the details of the Activities. BoomPanda further reserves the right to make all such modifications/editing of the vacancy details before displaying such posts on its Platform. If You are an Company and post Activities on the Platform, You hereby grant BoomPanda a non-exclusive right and license to use Your company trademarks and service marks, including without limitation company names and logos, solely in connection with marketing and promoting the Activities You have posted and Your use of the Services.

BoomPanda shall not be held responsible for (i) the acts and/or omissions of the Users; (ii) the contents posted by the Users.

Cookies

We employ the use of cookies. By accessing BoomPanda, you agreed to use cookies in agreement with the our Privacy Policy.

Most interactive websites use cookies to let us retrieve the user’s details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

User content

We do not own any data, information or material (collectively, "Content") that you submit on the Website in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may, but have no obligation to, monitor and review the Content on the Website submitted or created using our Services by you. You grant us permission to access, copy, distribute, store, transmit, reformat, display and perform the Content of your user account solely as required for the purpose of providing the Services to you. Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable. You also grant us the license to use, reproduce, adapt, modify, publish or distribute the Content created by you or stored in your user account for commercial, marketing or any similar purpose.

Cashbacks/Rewards

After a Member successfully completes a Qualifying Transaction/Activity, and once we have received the resulting Payment/Fees/Cashback for that Qualifying Transaction/Activity, we pass that Reward/Cashback to the Member to his/her Wallet which can be then withdrawn through various methods.

Please note that there are various circumstances in which a transaction with a Retailer may not constitute a Qualifying Transaction, or Cashback may not result from it. The Member understands that some transactions made by him/her may not be with us, but with the individual Brand/Retailer. Our support team provide further information about these circumstances. Further, from time to time Brands/Retailers may increase or decrease the commission paid – in which case the cashback offer illustrated on our Platform may be incorrect. By default, your applicable transactions will be credited in line with the commission reported to us by the Brand/Retailer, which may be more or less than the advertised rate. We shall not be liable for any difference in the expected cashback by the Member and the actual Cashback received by the Member.

When we have traced a paying, Qualifying Transaction to your Account, we will credit your Account with a 'pending payment'. Once the Retailer confirms the transaction, the payment will be marked as 'validated' – this can take 90 days or more from the date of the purchase. If the goods are returned or the sale reversed or amended by any means, then the reward/cashback payment will not be made. Apart from the Brand/Retailer, it is also mandatory for the members to intimate BoomPanda about any returns or exchanges for which they might have earned cashback unduly.

Whether a transaction shall qualify as a Qualifying for reward/cashback Transaction shall be at the sole discretion of the Brand/Retailer or us and the Member understands and agrees to the same. We shall not be held responsible if the Brand/Retailer fails to report a sale to us or does not qualify a transaction as Qualifying Transaction. Further, we shall not be responsible in the event due to some technical or other error we cannot trace an Activity back to the Member and does not qualify the transaction as a Qualifying Transaction for any reason whatsoever. Whilst we will endeavour to recuperate non-payments from the Brand/Retailer, the decision of ourselves, the Retailer or Retailer's tracking agent is final. Whilst we will try and recuperate missing commissions, at any point we reserve the right not to chase missing commission claims, particularly where no activity has been performed.

Further, in the event that the Brand/Retailer feels that the activity is not genuine for any reason whatsoever and we do not receive any Payment/Fees/Cashback for the transaction, the Member will not receive any Reward/Cashback.

When a Member sends us an enquiry on missing cashback, our system would check if the user had an exit click from our Platform for that store on the date mentioned by the user. If no exit clicks can be tracked, then we will show a message to the Member indicating that they did not click via our website to earn cashback prior to the sale. All exit clicks to stores are saved in the database for cross reference on adding cashback values. Where a commission enquiry has been successfully paid by a Brand/Retailer, you may receive a lower amount than expected; this is due to the amounts received by ourselves possibly being lower than the original claim. We do allow you to query this with us. If a Brand/Retailer still hasn't paid a manual commission claim after a period of six months, then we reserve the right to close the enquiry claim. All payment for Missing Reward/Cashback is only applicable in instances where the Brand/Retailer pays BoomPanda.

We reserve the right to reclaim or make balance adjustments accordingly where it has been established that any credit has been applied in error. This will include but is not limited to transactions where the credit is not genuinely due or payment for any credited transaction has not been received from a Brand/Retailer or its agencies and/or misuse or fraud. This can include transactions which are already marked as payable or validated in your Account, or for transactions which have already been paid over to you by Paytm,NEFT, Cheque, Gift Cards or any other payment modes as We may introduce from time to time. In all such incidences, BoomPanda has the right to recover all unduly paid cashback which the member is not entitled to earn, through legal proceedings.

There are various circumstances in which Reward/Cashback will not be payable to the Member, and will be forfeited to us, these could be, without limitation:

where the cashback payment that we receive is not attributed to a Qualifying Transaction or associated with an Account (such as where the Member is not logged-in to our Platform when making the relevant activity/purchase)

the transaction to which the Cashback relates is cancelled after it has been entered into (whether under the right of cancellation that applies to some activities made at a distance, or otherwise) the Reward/Cashback is attributed to a Member or Account that has been: suspended by us for any reason; associated with any fraudulent activity or any breach of this Agreement.

Backups

We are not responsible for the Content residing on the Website. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

Links to other resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Website may be "affiliate links". This means if you click on the link and purchase an item, the Operator will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services. Your linking to any other off-site resources is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Intellectual property rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by the Operator or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with the Operator. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of the Operator or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of the Operator or third party trademarks.

You must not:

* Republish material from BoomPanda
* Sell, rent or sub-license material from BoomPanda
* Reproduce, duplicate or copy material from BoomPanda
* Redistribute content from BoomPanda

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. BoomPanda does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of BoomPanda, its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, BoomPanda shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

BoomPanda reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;

The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;

The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy

The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant BoomPanda a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

* Government agencies;
* Search engines;
* News organizations;
* Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
* System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party’s site.

We may consider and approve other link requests from the following types of organizations:

* commonly-known consumer and/or business information sources;
* dot.com community sites;
* associations or other groups representing charities;
* online directory distributors;
* internet portals;
* accounting, law and consulting firms; and
* educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of BoomPanda; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party’s site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to BoomPanda (team@boompanda.in). Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

* By use of our corporate name; or
* By use of the uniform resource locator being linked to; or
* By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party’s site.

No use of BoomPanda’s or Gladius Ventures LLP's logo or other artwork will be allowed for linking absent a trademark license agreement.

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and it’s linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment by sending an email to BoomPanda (support@boompanda.in). We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will the Operator, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of the Operator and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to the Operator for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

MARKETING:

BoomPanda will send marketing e-mails and / or sms, phone calls where You have provided consent for the same. We offer regular emails, including a weekly update, to let You know about new Activities. We may personalise the message content based upon any information You have provided to Us and Your use of the Platform. By applying to any Activities, you consent to receiving communication regarding the that Activity or further Activities. We may use information which we hold about You to show you relevant advertising on third party websites (e.g. Facebook, Google, Instagram, Snapchat and Twitter etc.). This could involve showing You an advertising message where We know You have a BoomPanda User Profile and have used Our Services. If You don’t want to be shown targeted advertising messages from BoomPanda or some third party websites, these websites allow You to request not to see messages from specific advertisers on that website in future. The User hereby agrees that BoomPanda may share the personal information of a User with other entities, provided that such other entities conform to the data protection policies of BoomPanda.

Indemnification

You agree to indemnify and hold the Operator and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website and Services or any willful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Maharashtra, India without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of India. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Maharashtra, India, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date on this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Disclaimer Of Warranties And Liabilities: (Pending)

Governing Law And Dispute Resolution

We will try to solve any disagreements quickly and efficiently. If You are not happy with the way We deal with any disagreement, You may wish to take court roceedings. Our rights and obligations pursuant to these Terms are governed by, and shall be construed in accordance with, the laws of India and the place of jurisdiction shall be exclusively in Mumbai. You waive Your right to institute legal proceedings in any other jurisdiction. However, We shall be entitled to institute legal proceedings in connection with any matter arising under these Terms in any jurisdiction where You reside, do business or have assets.

Report Abuse

If You come across any abuse or violation of these Terms or Privacy Policy by

any user, please report to support@boompanda.in. We shall process all claims of abuse which may result in removing the reported User from Our Platform and/or suspension or termination of the account of the User. If the aggrieved User feels that he has been wrongfully accused, he is encouraged to reach out to Us.

FEEDBACK:

We may, from time to time, invite or provide You with means to provide feedback

regarding the Platform, in the form of Text, Image or Video and in such circumstances, any feedback You provide will be deemed non-confidential and We shall have the right, but not the obligation, to use such feedback on an unrestricted basis.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to [support@boompanda.in](mailto:support@boompanda.in)

Grievance Officer:

In accordance with Information Technology Act 2000 and rules made there

under, the name and contact details of the Grievance Officer are provided below:

Name: Rudra Mangesh Ghodke

E-mail id: rudra@mygladius.com

This document was last updated on November 14, 2020