



# TERMS AND CONDITIONS OF USE

Archdais

# 1 Table of Contents

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1	Table of Contents .....	1
2	Introduction.....	3
3	Ownership of Site .....	3
4	Definitions .....	3
5	Contract.....	4
5.1	Eligibility.....	4
6	Users.....	4
7	Services.....	5
7.1	Services for students.....	5
7.2	Services for Professionals .....	5
7.3	Services for Builders.....	6
7.4	Services for General Users .....	6
8	Termination of Contract .....	6
9	Content.....	7
9.1	Our Content .....	7
9.2	User Content.....	7
10	Rights Pertaining to the User Content.....	7
11	Your Use of the Site .....	8
12	Prohibited Use .....	9
13	Payments, Purchases and Commercial Terms .....	9
14	Fees details .....	10
14.1	Competitions.....	10
14.1.1	Hosted by Archdais.....	10
14.1.2	Hosted by third party .....	11
14.2	Subscription plans.....	11
14.2.1	For Students .....	11
14.2.2	For Professionals .....	11
14.2.3	For Builders .....	11
14.3	Sponsorships.....	11
14.3.1	Sponsored content.....	11
14.3.2	Competition banner .....	11
15	Changes in Fees .....	12
16	Accounts, Passwords and Security .....	12
17	Account Access.....	12

18	User Requirement & Conduct.....	13
19	Privacy.....	13
20	Links to Other Sites.....	13
21	Intellectual Property Rights.....	13
22	Third Party Intellectual Property Rights .....	14
23	Notice of Copyright or Intellectual Property Infringement .....	14
24	Text Messaging & Promotional Codes.....	14
25	Network Access & Devices .....	15
26	Disclaimers.....	15
27	Limitation of Liability .....	16
28	Indemnity.....	16
29	Severability .....	16
30	Account Suspension and Termination .....	16
31	Changes to Terms & Conditions.....	17
32	Entire Contract.....	17
33	Violation of These Terms of Use .....	17
34	Governing Law; Dispute Resolution.....	18
35	Void Where Prohibited.....	18
36	Miscellaneous .....	19
37	Feedback and Information.....	19

# TERMS AND CONDITIONS OF USE

## 2 Introduction

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Welcome to our website. Please read our Terms and Conditions of Use (the “Terms of Use”) carefully. It is applicable in the event of you visiting our website and simply deciding to browse the content as well as if you use the enhanced services. These Terms of Use constitute a legally binding Contract between you and Archdais Network Pvt. Ltd. regarding your use of the Services.

## 3 Ownership of Site

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These Terms of Use apply to the Archdais web site located at [www.archdais.com](http://www.archdais.com), and all associated sites linked to [www.archdais.com](http://www.archdais.com) by Archdais, its subsidiaries and affiliates (collectively, the “Site”). The Site is the property of Archdais Network Pvt. Ltd. (“Archdais”) and its licensors.

This website is operated and maintained by Archdais Network Pvt. Ltd. having office at E-501, Avaneesh Society, Rahul Nagar Ex-Serviceman Colony, Kothrud, Pune-411038 Maharashtra, India.

Archdais reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Archdais grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

## 4 Definitions

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- 1) Account or User Account means active personal user services account created by a User by signing up or subscribing to Archdais’ services.
- 2) Contract alternatively “Terms of Use” means this contract that a User accepts and enters while using the Site.
- 3) Entry ticket means one entry pass purchased by the User for entering in a competition.
- 4) Early registration means buying the entry ticket for competitions before a date specified on the Site at discounted rates.
- 5) Fees means Subscription fees, or sponsorship fees or any other usage fees paid by the User associated with usage of the Site.
- 6) Intellectual Property Rights mean and include without limitation all copyrights, patents, trademarks, trade secrets and other related rights pertaining to the Site and related documents and shall remain, the sole and exclusive property of Archdais.
- 7) Portfolio means collection of pictures, videos, text, details uploaded by the User representing User’s work.
- 8) Site means Archdais web site located at [www.archdais.com](http://www.archdais.com), and all associated sites linked to [www.archdais.com](http://www.archdais.com) by Archdais, its subsidiaries and affiliates.
- 9) Third parties include but are not limited to business partners, suppliers, sub-contractors, advertisers & advertising networks, analytics & search engine providers, payment providers.
- 10) User means all individuals and other persons who access or use the services.

## 5 Contract

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By clicking “Subscribe”, “Join Now”, “Join Archdais”, “Sign Up” or similar, registering, accessing or using our services (described below) or clicking on a button or taking similar action to signify your affirmative acceptance of this Contract (“Contract” or “Terms of Use”), or completing the Archdais account registration process, you hereby agree that:

- (i) You have read, understood, and agree to be bound by this Contract and any future amendments and additions to this Contract as published from time to time at [www.archdais.com](http://www.archdais.com);
- (ii) You are of legal age in the jurisdiction in which you reside to form a binding contract with Archdais;
- (iii) You have the authority to enter into the Contract personally and, if applicable, on behalf of any company, organization, or other legal entity you have named as the user during the Archdais account registration process and to bind that company, organization, or entity to the Contract.

### 5.1 Eligibility

To use our services, you must:

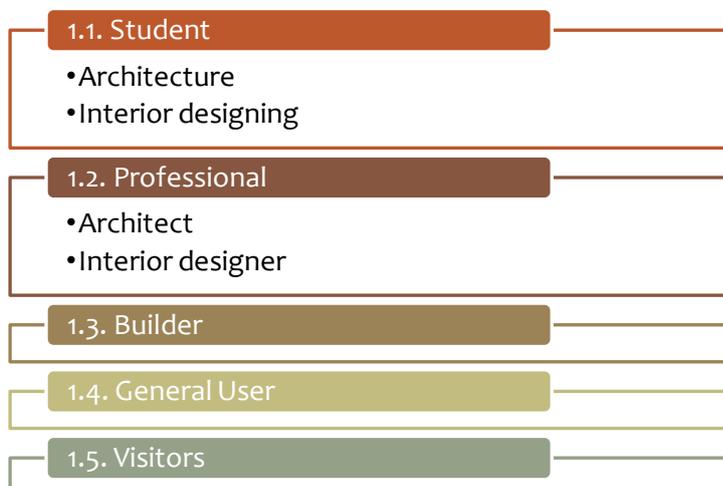
- be at least eighteen (18) years old.
- complete the registration process;
- agree to the Terms of Use and
- provide true, complete, and up to date contact information.

By using our services, you represent and warrant that you meet all the requirements listed above, and that you won’t use our services in a way that violates any laws or regulations. (Representing and warranting is like making a legally enforceable promise.) Archdais may refuse service, close accounts of any users, and change eligibility requirements at any time.

## 6 Users

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There are four types of users of the services:



Registered users mean the students, professionals or builders who sign up to our Services and are termed as “Registered Users”.

Other users who are not students, professionals or builders are termed as “General Users”.

Visitors are the ones who visit the Site without signing up or creating an account.

This Contract applies to Registered Users and General Users.

As a Registered Users or General Users of our Services, the collection, use and sharing of your personal data is subject to this Privacy Policy (which includes our Cookie Policy and other documents referenced in this Privacy Policy) and updates.

## 7 Services

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The Terms of Use apply to Archdais.com, Archdais branded apps, and other Archdais related sites, apps, communications and other services that state that they are offered under these Terms of Use (“Services”), including the offsite collection of data for those Services, such as our ads. Detailed services are described below.

The Site offers a professional platform for students, architects, interior designers, real estate developers, builders & general public.

### 7.1 Services for students

Students can create their image/ video-based work profile in three categories:

- Concept
- Design
- Technology

They can apply for jobs & internships created by architects/ interior designers on the Site. They can get enquiries for freelance projects.

Students can participate in competitions hosted by Archdais. There are subscription plans available for buying entry tickets. Students can get these entry tickets to the competitions by either buying them or they can get it by earning certain level of credit points.

Technology is a market place where they can showcase their creative products and sell to potential audience present on the Site.

### 7.2 Services for Professionals

Professionals can be either architects or interior designers. They can create their image/ video-based work profile in three categories:

- Concept
- Design
- Technology

They can apply & create jobs & internships on the Site. They can get enquiries for freelance projects.

Professionals can take part in Competitions hosted by Archdais. There are subscription plans available for buying entry tickets. Professionals can get these entry tickets to the competitions by either buying them or they can get it by earning certain level of credit points. They can see projects listed by Builders and apply for the project to participate in designing.

Technology is a market place where they can showcase their creative products and sell to potential audience present on Site.

### 7.3 Services for Builders

Builders or real estate developers can create their image/ video-based work profile in three categories

- Past
- Current
- Upcoming

They can sell their units to potential audience on the Site. They can get enquiries for it. Various opportunities are stated only for builders including but not limited to land listing (where they can showcase their land amongst their clan to BUY/SELL), TDR listing (where builders can showcase available TDR on the Site to BUY/SELL). Builders can create an enquiry for any professional or student for their upcoming project.

### 7.4 Services for General Users

General users can create their profile to browse through the Site, and/or buy any of the payable services such as sponsorships.

## 8 Termination of Contract

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If you do not agree to this contract, do not click “Join Now” (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services. By using the site, you agree to these terms of use; if you do not agree, do not use the site.

The terms “you,” “user” and “users” refer to all individuals and other persons who access or use of our services, including, without limitation, any companies, organizations, or other legal entities that register accounts or otherwise access or use the services through their respective employees, agents or representatives. Except as otherwise provided herein, IF YOU DO NOT AGREE TO BE BOUND BY THE CONTRACT, YOU MAY NOT ACCESS OR USE THE WEBSITE, THE SERVICES, OR THE APPLICATIONS.

Archdais may terminate any of these terms or any services with respect to any user, or generally cease offering or deny access to the services or any portion thereof, at any time for any reason.

Supplemental Terms may apply to certain services, such as policies for any particular event, activity or promotion, and such supplemental terms will be published on our services in

connection with the applicable services from time to time. Supplemental Terms are in addition to, and shall be considered a part of, the Terms and Conditions of Use the purposes of the applicable services. Supplemental Terms shall prevail over these Terms and Conditions of Use in the event of a conflict with respect to the applicable services.

Our collection and use of personal information in connection with the services is as provided in Archdais Privacy Policy located at [www.archdais.com/privacy.html](http://www.archdais.com/privacy.html)

In case of incorporation of any new legislation or any amendments to the existing legislation governing data of any individual, some of the clauses of this Contract may either be updated or deleted without any notice, to comply with the said provisions of the applicable legislation. Hence it is advisable to check this Contract from time to time.

## 9 Content

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The Site has two types of content

- Our Content
- User Content

### 9.1 Our Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “Our Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of Our Content, contained on the Site is owned, controlled or licensed by or to Archdais, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

### 9.2 User Content

All the data uploaded and provided by you, including but not limited to the text, graphics, photographs, videos, and artwork (collectively, “User Content”) while building a Portfolio will be owned and controlled by you.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Archdais’ express prior written consent.

## 10 Rights Pertaining to the User Content

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You own the rights to the User Content you upload on Archdais. We don’t claim ownership over any of it. However, by posting or transferring content to Archdais, you give us permission to use your content solely to do the things we need to do to provide our services, including but not limited to storing, displaying, reproducing, and distributing your content. This may include promoting your content with third parties for broader broadcast, distribution, or publication

We will never sell your User Content to third parties without your explicit permission.

By publishing your User Content on our Site, you agree to allow others to view your User Content including when you collaborate and use our services.

You're responsible for the User Content you submit by using our services and assume all risks associated with it, including anyone else's reliance on its accuracy, or claims relating to intellectual property or other legal rights. By posting, you represent that you own or have the necessary rights to post the content on our services, and that doing so doesn't conflict with any other licenses you've granted.

## 11 Your Use of the Site

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You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Archdais reserves the right to restrict any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Archdais server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other user of Archdais, including any Archdais account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Archdais' systems or networks, or any systems or networks connected to the Site or to Archdais.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Archdais on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Archdais or others.

## 12 Prohibited Use

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You represent and warrant that you will not use our services to:

- Upload or transmit content that violates the privacy, intellectual property, or other proprietary rights owned by us or any other party;
- Transmit viruses, Trojan horses, worms, malicious code, or other harmful or destructive content;
- Violate this Contract, or any applicable law or regulation, including without limitation to laws designed to regulate unsolicited email or other electronic advertising;
- Attempt to probe, scan, test, re-engineer or violate the security features of our services or of any associated system or network, or to obtain unauthorized access to materials or other information stored thereon;
- Exploit or present minors in a sexual way, or promote adult sexual services, representing a private person offering to trade or sell drugs, alcohol, tobacco, firearms or other hazardous materials, including participating in hate speech
- Remove any copyright, trademark, or other proprietary notices from any portion of the services;
- Use meta tags, hidden text or metadata with our trademark, logo, URL or product name without our written consent.
- Use our user information to forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use our services to send altered source-identifying information.
- Share your password, let anyone access your account or do anything that might put your account at risk, sell your username or otherwise transfer it for compensation.
- Encourage or help anyone do any of the things on this list
- Attempt to interfere with the use of the services by any other manner not expressly mentioned above.
- Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the services or unduly burdening or hindering the operation and/or functionality of any aspect of the services.
- Attempt to gain unauthorized access to or impair any aspect of the services or its related systems or networks.
- Commit or attempt to commit an act of money laundering or any other unlawful act in respect of services rendered.

We reserve the right to cooperate fully in any investigation by law enforcement officials of any violation of this Contract. We also reserve the right to terminate your use of the services for violating any of the prohibited uses.

## 13 Payments, Purchases and Commercial Terms

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Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including competitions, sponsorships or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for

any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Archdais's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

If you are a paid User, you agree to pay all per-use Subscription Fees or Sponsorship Fees or any other usage fees associated with your usage, as appropriate ("Fees"). All transactions on the Site are processed by third party payment gateways such as PayU or Pay Pal. All transactions are subject to the third party's Terms and Conditions of Use, and Archdais will not be responsible for anything contained therein. You are responsible for payment of any sales or additional taxes associated with the Fees or your use of our services.

If, for any reason, your payment is not received by Archdais, your paid User account will revert to a General User account until payment is received by us. You agree that until your paid User account subscription is terminated or expires, you will continue to remain responsible for the subscription payments, even if you do not use our service. All Fees are non-refundable.

All registered users are provided with specialized access to our services.

Following are the three types of paid services for which Fees are chargeable by Archdais:

#### 1.1. Competitions

- Hosted by Archdais
- Hosted by third party

#### 1.2. Subscription plans

#### 1.3. Sponsorships

- Sponsored content
- Competition banner

## 14 Fees details

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### 14.1 Competitions

#### 14.1.1 Hosted by Archdais

Design competitions hosted by Archdais can be participated by Students or Professionals.

The price money allotted to the winner is 2,00,000 INR.

Registration fee for any Indian Student or Professional is INR 1500 per competition for early registration.

General registration fee for any Indian Student or Professional is INR 1800 per competition.

Registration fee for any Foreign Student or Professional is USD 70 per competition for early registration.

General registration fee for any Foreign Student or Professional is USD 100 per competition.

#### **14.1.2 Hosted by third party**

Design competitions hosted by any third party will be listed on the Site. Any user can list their competition details for following price:

INR 20,000 for one month per competition

INR 30,000 for two months per competition.

### **14.2 Subscription plans**

Following are the subscription plans:

#### **14.2.1 For Students**

- Gold INR 500 per month
- Platinum INR 750 per month
- Royal INR 1500 per month

#### **14.2.2 For Professionals**

- Gold INR 1000 per month
- Platinum INR 2000 per month
- Royal INR 3000 per month

#### **14.2.3 For Builders**

- Gold INR 2000 per month
- Platinum INR 4000 per month
- Royal INR 6000 per month

### **14.3 Sponsorships**

Sponsorships can be purchased by any user to display any content of their interest on the Site. The Fees for sponsored content will be subject to the discretion of Archdais and will be as per the displayed cost on the Site. The sponsorship can be purchased for three periods:

- 1 day
- 3 days
- 7 days

#### **14.3.1 Sponsored content**

Sponsored content of user's interest can be showcased in two formats:

- Board
- Banner

#### **14.3.2 Competition banner**

Listing of a competition can be showcased in two formats:

- Board
- Banner

## 15 Changes in Fees

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Archdais may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and Archdais makes no commitment to update the materials on the Site with respect to such products and services.

## 16 Accounts, Passwords and Security

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Most of the features or services offered on or through the Site may require you to open an account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Archdais immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Archdais or any other user of or visitor to the Site due to someone else using your Archdais account, or password as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's Archdais account or password at any time without the express permission and consent of the holder of that Archdais account or password. Archdais cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

## 17 Account Access

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To use most aspects of our services, you must register for and maintain an active personal user services account ("Account"). You must be at least 18 years of age, kindly refer our Privacy policy for more details. If you violate this clause then we do not take any liability for the same under any legislation, regulation, prevailing rules etc. that govern minors and/or students under the age of 18.

Account registration requires you to submit to Archdais certain personal information, including but not limited to your name, address, contact number, industry you belong to, company, title/designation, profile picture, your image, or any other image / video if you include it in any media content that you upload or include in the profile that you create using our services and any such information as and when required.

You agree to maintain accurate, complete, and up-to-date information in your account. Your failure to maintain accurate, complete, and up-to-date account information, may result in your inability to access and use the services or Archdais' termination of this Contract with you.

You are responsible for all activity that occurs under your account, and you agree to maintain the security and secrecy of your account username and password at all times.

## 18 User Requirement & Conduct

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You will not modify, create derivative works of, decompile or otherwise attempt to extract source code and object code from us. You agree that you will not upload, share, or otherwise distribute any Content that is against any clauses mentioned under Prohibited Use.

We do not endorse the User Content of any profile or portfolio. We do not pre-screen or monitor the User Content. However, we have the right at our sole discretion to remove any User Content of any kind that, in our judgment, does not comply with these Terms and Conditions of Use and any other rules of user conduct, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content.

You agree that we may at any time, and at our sole discretion, terminate your account without prior notice to you and without reimbursement if we suspect a violation any of these Terms and Conditions of Use. In addition, you acknowledge that we will cooperate fully with investigations by law enforcement authorities.

## 19 Privacy

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Archdais' Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. To view Archdais' Privacy Policy, [click here](#). Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

## 20 Links to Other Sites

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This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under Archdais' control, and Archdais is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

## 21 Intellectual Property Rights

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The content displayed on the services is our copyrighted property. Similarly, the services name and its original content, features and functionality are owned by Archdais and are protected by copyright, trademark, patent and other intellectual property rights. Copying, distributing, modifying, or creating derivative works of our services without our written permission is strictly prohibited.

Neither your use of the services nor this Contract grants you any right, title or interest in our copyrights, trademarks and patents or the intellectual properties so owned by us.

Archdais' trademarks and/or service marks may not be used in connection with any product or service that is not provided by Archdais, in any manner that is likely to cause confusion among

customers or users of the Website, tarnishes or dilutes the marks, or disparages or discredits Archdais.

Our services include a user interface that allows you to upload User Content, build and customize various aspects of your portfolio. You are granted a limited right to use those services only in conjunction with the services and in accordance with these Terms and Conditions of Use.

## 22 Third Party Intellectual Property Rights

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Archdais deeply respects the third party intellectual property rights that may be implicated in creating a portfolio. These intellectual property rights, and your responsibilities with respect to these rights, are outlined below:

- While creating a portfolio, using our services, you use your own image content such as photos, graphics, text, or video segments. Both the image content and video content have associated intellectual property rights as described further herein. You retain any and all rights you hold with respect to image content and video content that you upload.
- Image content shall be protected by Copyright laws, even though Copyright notice is not expressly mentioned on it. You are requested not to use content that might infringe the third party Intellectual Property rights. Kindly take due permission from the content creator or copyright holder before using it in the video.
- Furthermore, if you want to publish image content of someone other than yourself, you must get permission from the individuals portrayed in the image content before using the content in a Video and must add the owner using the credits attribution fields. Do not upload any image or music content that is confidential or proprietary. We assume no liability with respect to the disclosure or use of confidential or proprietary information uploaded to our services.

You warrant that all the content uploaded by you, either from your own computer or another website/server, is either created and owned by you, or you have the necessary licenses, rights and permissions to use the content as you intend to use them and as contemplated by these Terms and grant Archdais the rights described herein.

## 23 Notice of Copyright or Intellectual Property Infringement

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Please notify us if you believe any of your intellectual property rights have been infringed by a User of our services. Please email [report@archdais.com](mailto:report@archdais.com) for complaints and customer service inquiries.

## 24 Text Messaging & Promotional Codes

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By registering with us by creating an account, you agree that we may send you text (SMS) messages or email communications as part of the normal business operation of your use of the services. You may opt-out of receiving such communication by writing to us at [contact@archdais.com](mailto:contact@archdais.com). You acknowledge that opting out of such communication may impact your use of the services.

Archdais may, in its sole discretion, create promotional codes that may be redeemed for account credit, or other features or benefits related to the services and/or a third-party provider's services, subject to any additional Terms that Archdais establishes on a per promotional code basis ("Promo Codes"). Please refer to our supplemental terms from time to time.

## 25 Network Access & Devices

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You are responsible for obtaining the data network access necessary to use the services.

Your mobile network's data and messaging rates and fees may apply if you access or use the services from a wireless-enabled device and you shall be responsible for such rates and fees.

You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the services and any updates thereto. In addition, the services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## 26 Disclaimers

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ARCHDAIS DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. ARCHDAIS CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. ARCHDAIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ARCHDAIS DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY ARCHDAIS SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST ARCHDAIS FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Archdais reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

## 27 Limitation of Liability

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Except where prohibited by law, in no event will Archdais be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Archdais has been advised of the possibility of such damages.

Your exclusive remedy and Archdais'entire liability, if any, for any claims arising out of the services shall be limited to the amount you paid Archdais, if any, during the one-month period before the act giving rise to the liability.

In no event shall Archdais be liable to you or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not we have been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of the services.

You are solely responsible for making backup copies of any and all of your content. Archdais shall not be liable for any loss of or damage to your content.

## 28 Indemnity

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You agree to indemnify and hold Archdais, affiliates, subsidiaries, directors, officers, employees, agents, partners and any other licensors (each, an "Indemnified Party"), harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Archdais by any third party due to or arising from:

- Your violation of any third-party right, including without limitation to any right to privacy, publicity rights or intellectual property rights, including content the user distributes through the services;
- Your wrongful or improper use of the services;
- Your violation of any applicable laws, rules or regulations or any other applicable law through or related to the use of our services;

The indemnifications set forth above will survive the termination or expiration of this Contract and/or your use of the services.

## 29 Severability

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

## 30 Account Suspension and Termination

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We may terminate or suspend your access to use any and all services, without prior notice or liability, for any reason or no reason, including but not limited to if you breach any of the Terms. In particular, we may terminate or suspend Accounts that have been flagged for suspected fraudulent activities.

Upon termination of your access to use a service, including but not limited to suspension of your User Account, right to use or access our services and any information associated with them will immediately cease and may result in forfeiture and destruction.

Some provisions including but not limited to ownership provisions, warranty disclaimers, limitations of liability etc due to their nature shall survive termination of this Contract. Termination of your access to and use of the services shall not relieve you from any obligations arising or accruing prior to such termination or limit any liability which they otherwise may have to Archdais or any third party.

## 31 Changes to Terms & Conditions

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Archdais reserves the right to modify the Terms of Use or its policies at any time, effective upon posting of an updated version of this Contract on its services. You should regularly review this Contract, as your continued use of the services after any such changes constitutes your agreement to such changes.

## 32 Entire Contract

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The Terms of Use, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Contract between Archdais and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our services.

## 33 Violation of These Terms of Use

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Archdais may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Archdais' rights or property, or the rights or property of visitors to or users of the Site, including Archdais' customers. Archdais reserves the right at all times to disclose any information that Archdais deems necessary to comply with any applicable law, regulation, legal process or governmental request. Archdais also may disclose your information when Archdais determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Archdais may preserve any transmittal or communication by you with Archdais through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Archdais determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Archdais, its employees, users of or visitors to the Site, and the public.

You agree that Archdais may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated

these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Archdais, for which monetary damages would be inadequate, and you consent to Archdais obtaining any injunctive or equitable relief that Archdais deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Archdais may have at law or in equity.

You agree that Archdais may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Archdais does take any legal action against you as a result of your violation of these Terms of Use, Archdais will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Archdais. You agree that Archdais will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

## 34 Governing Law; Dispute Resolution

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You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of India. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Archdais and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

## 35 Void Where Prohibited

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Archdais administers and operates the [www.archdais.com](http://www.archdais.com) Site from its location in Pune, Maharashtra, India; may be administered and operated from various locations outside India. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside India. Archdais reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

## 36 Miscellaneous

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You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Archdais with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Archdais with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with Archdais, Archdais will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Archdais' failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Archdais of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Archdais and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

## 37 Feedback and Information

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Any feedback you provide at this site shall be deemed to be non-confidential. Archdais shall be free to use such information on an unrestricted basis.

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