

Terms of Service

Article 1 (Purpose)

This document governs the rights, responsibilities, and other necessary matters between Samatha Digital Solutions Pvt. Ltd. (hereafter "Company") and people or the organisation ("User") regarding the use of solutions offered by the Company ("Service"). By using or accessing the Service, the "User" agrees to the below mentioned terms, as updated from time to time in accordance with Article 3 below.

Article 2 (Definition)

Definitions of terms used in this agreement are as shown below.

1. "Terms" refers to contract entered between the "Company" and "Users" regarding the use of "Services" provided by the "Company".
2. "Service" refers to solutions offered by the "Company" that "Users" can use regardless of device (wired or wireless devices including but not limited to personal computer and mobile) on which the "Service" is accessed.
3. "Client" refers to an individual or an organisation of one or more individuals who avails "Service" offered by the "Company".
4. "User" refers to member/s who has agreed to the "Terms" with the "Company" and access and use the "Service" provided by the "Company".
5. Unless otherwise specified explicitly, "Terms" applied to a "User" also applies to a "Client".
6. "User" may avail "Service" either directly from the "Company" or through their affiliation with one or more "Clients" of the "Company".
7. "ID" refers to a combination of letters, numbers and punctuation marks approved by the "Company" and required to use the "Service".
8. "Password" refers to a combination of letters, numbers and punctuation marks approved by the "Company" and chosen by the "User" to protect privacy in combination with "ID".
9. "Postings" refer to writings, photos, videos and all kinds of files and links in the form of symbols, letters, voice, sound, image, video posted through the "Service" by "Users".
10. "Content" refers to textual and multi-media digital information stored or sent to or received from the "User" as part of providing or accessing a "Service".
11. "Paid Service" refers to all kinds of online digital contents (including information, items and other paid contents) and "Service" provided by the "Company" for revenue.
12. "Amendment" refers to the changes that the "Company" may announce to the "Terms".

Article 3 (Announcement & Amendment)

1. "Company" will post the "Terms" on the registration page of the "Service" for "Users", and it will become effective when a "User" agrees to the terms. The terms become partially effective at the time of application or during the registration process to the "Service", and become fully effective after the "User" agrees to the terms.
2. The effective period of the "Terms" begins from the time of application or registration to "Service" by a "User" to the day the "User's" account is terminated. Exception will be made for "Services" that have separately noted their effective period.
3. Agreeing to the "Terms" includes the responsibility of the "User" to check for amendments by visiting the "Company" website regularly.
4. The continued use of the "Service" after the announcement of amendment according to the previous item constitutes the "User's" acceptance of the amendment.
5. If a section or an item within a section of the "Terms" or amendments is deemed unenforceable, the remaining terms will still hold effective.

Article 4 (Interpretation)

1. "Company" can set separate "Terms" and supplemental terms (hereafter "Supplemental Terms") for specific "Services". When corresponding details conflict with "Terms", "Supplemental Terms" takes precedence.
2. Matters not covered within terms will be governed by "Supplemental Terms", relevant laws, and commercial practice.

Article 5 (Agreement)

1. Those who wish to become "Users" to avail "Services" (hereinafter "Applicant") signal their agreement to the "Terms" when then apply for a membership or request access to "Services", and "Company" accepts this application.
2. Those who wish to become "Users" to avail "Services" (hereinafter "Applicant") signal their agreement to the "Terms" when then apply for a membership or request access to "Services", and "Company" accepts this application.
3. "Company" in principle provides "Service" to applicants who request the "Service". However, the "Company" can refuse or stop providing "Service" in following cases.
 - a) When an applicant was disqualified previously according to this agreement. However, it is exempted when re-admission was approved by the "Company".
 - b) When false information was provided or the "Applicant" failed to enter details asked by the "Company". "Users" entering false information are not entitled to any rights and can be punished by relevant laws, and the "Company" can cancel the "User" agreement.
 - c) When an application cannot be approved because of faults caused by a "User" or when applying by violating regulations.
 - d) For "Paid Service", when an "Applicant" is bankrupt, restructuring or started similar procedures or when there is an application for commencement.
4. The "Company" can request for additional information from "Applicants", if required by a type of "Service" applied for, according to Article-5, Clause-1.
5. The "Company" can request to check identity and proof of identification of either or both of "User" and "Client" through special organizations according to the types of membership.
6. If a "User" or "Client" and the person paying fees are different then the "Company" can request for identifications to verify the identity of the payer.
7. The "Company" can defer approval if there is no room for "Service" in related equipment, or there are technical or business difficulties.
8. If an application is not approved or deferred according to Clauses 2 and 6 herein, then the "Company" should notify this to an "Applicant" in principle. However, the notification requirement is exempted when the "Company" cannot notify an application without faults caused by the "Company".
9. The period of concluding the "User" agreement is at the time of indicating completion of subscription during the application or registration procedure. However, the conclusion is available after confirming payment by the "Company" for "Paid Service".
10. The "Company" can differentiate "Service" by classifying the number of hours used, the number of times used, the type of "Service" provided, by classifying "Users" into groups, according to the "Company" policy.
11. The "Company" starts providing "Service" from the time of approving application by "Applicants". However, some "Service" can start from a designated date as required by the "Company", and "Service" is provided when the "Company" confirms payment from "Users" for "Paid Service" in principle.
12. If the "Company" cannot start providing "Service" for business or technical difficulties, then this is notified by announcing at the "Company" website or homepage of individual "Service" or notified to "Users" in advance.
13. "Users" may be required to install and/or update programs (hereafter "Programs") for security patches / updates and software (hereafter "Add-on Software") additionally required to run programs smoothly when using "Service". Installation of "Programs" and "Add-on Software" is a requirement to use "Service" provided by the "Company", and the size and type of "Programs" can differ according to provided "Service".

Article 6 (Updating "User" account)

1. "Users" can view and modify personal information at any time by modifying their Profile.
2. "Users" should make changes when there are changes in information entered at the time of application or registration and notify the changes to the "Company".
3. "Company" is not responsible for any disadvantages caused by failing to notify the changes from Clause 2 to the "Company".

Article 7 (Obligations to protect privacy)

1. The "Company" tries its best to protect privacy of "Users" as regulated by relevant laws. Privacy Policy of the "Company" and relevant laws are applied in protecting and using personal information. However, the Privacy Policy of the "Company" does not apply to linked sites other than the official site of the "Company".

2. The "Company" is not responsible for information on "User" accounts as well as other information exposed by faults caused by "Users".
3. The "Company" can request for identification or other similar certificates from a "User" if required to verify identity by notifying the reasons (purposes) to the "User". The "Company" cannot use such identification or other similar certificates for purposes other than notified and shall be immediately destroyed once the goal is achieved in ways that those cannot be reproduced.

Article 8 (Notifying "Users")

1. The "Company" can choose a method deemed to be appropriate including email unless otherwise specified in this agreement when the "Company" notifies "Users".
2. The "Company" can replace notice of Clause 1 by posting at the "Company's" bulletin board for more than 7 days for a notice to all "Users".

Article 9 (Obligations of "Company")

1. The "Company" does not conduct actions prohibited in relevant laws or in this agreement or actions against custom, and continues to try its best to provide "Service" continuously and stably.
2. The "Company" should have a security system to protect personal information (including credit information) so that "Users" can safely use the "Service".
3. The "Company" must process opinions or complaints from "Users" in relation with using the "Service" when they are deemed to be just.

Article 10 (Obligations of "Users")

1. "Users" must not do the following:
 - a) Registering false information when applying or making changes.
 - b) Using other person's information.
 - c) Changing information posted by the "Company".
 - d) Transmitting or posting information and computer programs not approved by "Company".
 - e) Violation of intellectual property rights including intellectual property rights of the "Company" and third parties.
 - f) Actions damaging reputation or disrupting businesses of the "Company" and / or third parties.
 - g) Actions of making public or posting violent messages, videos, voices and other information violating good public order and customs including to the "Service".
 - h) Actions of impersonating the "Company" or third parties or using other persons' information.
 - i) Actions of circulating false information to gain or give financial benefits to self or others or to cause damages to others.
 - j) Actions that violates the intended purposes of this "Service" including using this "Service" to encourage, mediate inappropriate dating or slandering or damaging reputations of an individual or a group by using this "Service".
 - k) Actions of unauthorized collection, disclosing or providing personal information, registration information, history of accesses of other "Users".
 - l) Actions of threatening account security for "Users" including allowing others to access own account.
 - m) Actions of colluding or encouraging such behaviors stated in the above.
 - n) Other unlawful or improper actions/
2. "Users" must observe relevant laws, regulations of this agreement, user guides and cautions announced in relation with "Service", matters announced by the "Company" and must not take actions disrupting businesses of the "Company".

Article 11 (Providing "Service")

1. "Service" is provided throughout the year, 24 hours per day in principle.
2. The "Company" can suspend "Service" temporarily when maintaining and repairing, replacing and fixing problems in information communication equipment such as computers, communication disconnection or significant operations difficulties. The "Company" notifies "Users" in a manner stated in Article 8 [Notifying "Users"]. However, the "Company" can notify afterwards if there are unforeseeable reasons preventing notice in advance.

3. The "Company" can conduct regular maintenance if required to provide the "Service", but the time for regular maintenance comply with a due notice sent to the "Users".
4. The "Company" can provide the entire or a part of "Service" differentially to "Users" based on identification verification, presence of registration information or other conditions decided as set by the "Company". In this case, the "Company" announces the details in advance.
5. Details on "Service" provided by the "Company" through partnership with third parties, obligations of third parties to "Users", rights and obligations of "Users" to third parties comply with separate agreements, operation policies provided by third parties on that "Service". "Users" may require agreeing with "User" agreements for "Service" provided by third parties when using corresponding "Service".

Article 12 (Changing "Service")

1. The "Company" can change the entire or a part of "Service" provided for operational or technical needs if there are significant reasons.
2. The "Company" announces the changes to "Service" and the date applied in a "Notice" within corresponding "Service" before making changes for "Users" to be fully aware of when there are changes to the details of methods of using and time of using "Service". However, the "Company" can notify afterwards if there are unforeseeable reasons preventing notice in advance.
3. "Users" should often check notices from the homepage according to Article 2, and the "Company" is not responsible for damages to "Users" caused by failure to check the notices. However, the "Company" notifies separately through emails or otherwise to "Users" when significant and clear damages are expected to "Users" such as changes in "Paid Service".
4. The "Company" can correct, stop, change the entire or a part of "Service" provided for free for reasons required by the Company's policy or operation, and the "Company" does not compensate "Users" separately unless there are special regulations in relevant laws on this matter.

Article 13 (Providing information & Advertising)

1. The "Company" can provide information recognized as necessary while "Users" are using the "Service" through a bulletin board from the homepage or through SMS or within content consumed by "Users" as part of any "Service".
2. The "Company" can post advertisements on a few screens in the website or through content provided to "Users" as part of any "Service". The "Company" is not responsible for any losses or damages suffered by the "Users" by participating, communicating or transacting with so posted advertisements.
3. The "Company" may notify or post information or post advertisements or show content as part of providing any "Service" to promote the presence of or modifications to any "Service" offered by the "Company".
4. The "Clients" of the "Company" may post advertisements to "Users" that the "Client" has on-boarded based on the policies of "Clients" and the "User" agrees to such policies of the "Client" by continuing to use the "Service".
5. The "Client" agrees to ensure that advertisements under its control shall comply with all applicable laws and ensure that objectionable content or content creating or fostering or fomenting disharmony or enmity shall not be allowed in advertisements sent to the "Users" that the "Client" has on-boarded.
6. "Users" should not take any actions of changing, modifying, restricting postings or other information in relation with "Service" provided by the "Company".

Article 14 (Copyright of "Postings")

1. The copyrights of "Postings" including pictures, memos posted, messages, notices within the "Service" by "Users" belong to the "Users" connected with "Company".
2. If the "User" is on-boarded by a "Client" then the copyrights of "Postings" belongs collectively to the "Client". However, if "Client's" policies may specify that the copyright may belong to either the "Client" or the "User" or both.
3. The responsibility for losses or problems caused by "Postings" by "Users" lies with the individual "User" or the "Client", and the "Company" is not responsible for damages, and the "User" or the "Client" indemnifies the "Company" against any and all damages, financial or otherwise, resulting from such "Postings".

Article 15 (Managing "Postings")

1. If "Postings" by "Users" include contents violating relevant laws then the administrator can request to suspend and delete the said "Postings" according to a procedure stipulated in relevant laws, and the "Company" must take actions according to relevant laws.
2. The "Company" can take temporary actions against "Postings" without requests from the administrator as stated in previous clause according to relevant laws if there is cause deemed to have violated rights or when the "Postings" violate policy of the "Company" and / or relevant laws.
3. The "Company" can check contents of "Postings" if it is necessary to check for compliance with relevant laws or this agreement.
4. Some "Postings" can be deleted from the "Service" after a certain period, and the responsibility for managing "Postings" lies with a "User" or the "Client". If the "Company" is sued for compensation from other parties because postings by a "User" violated other parties' rights, the "User" who posted that posting or the "Client" must fully cooperate with the "Company" for indemnification, and if the "Company" fails to indemnify then the "User" must take responsibility for the problems caused.

Article 16 (Ownership of the rights)

1. Copyrights and intellectual property rights on the "Service" belong to the "Company". However, "Postings" by "Users" and writings provided by partnership contract are excluded. Copyrights and intellectual property rights on all trademarks, "Service" marks, logos related with the "Service" provided by the "Company" including design of "Service" provided by the "Company", texts created by the "Company", scripts, graphics, bi-directional transmission between "Users" are owned by the "Company" or the "Company" has the ownership or the right of using based on related laws.
2. The "Company" only grants the right of using the "Service" to "Users" according to the terms and conditions set by the "Company" in relation with the "Service", and "Users" cannot transfer, sell or provide the "Service" as collaterals. "Users" do not own the "Service" or intellectual property rights on the "Service" with this "User" agreement but they only receive permission from the "Company" to use the "Service".
3. "Users" cannot attempt to produce by-products, inverted file, extraction of source codes related with the "Service" and software included unless otherwise when clear written permission is obtained from the "Company".

Article 17 (Terminating account)

1. When a "User" cancels this contract, all data for the "User" is disabled at the time of cancelling and it cannot be restored except when the "Company" keeps "User" information, actions and "Postings" according to relevant laws and Privacy Policy.

Article 18 (Limiting access)

1. The "Company" can limit "Users" from using "Service" step by step including warning, limited "Services", temporary suspension, permanent suspension when a "User" violates obligations of this agreement or when disrupting normal operation of the "Service".
2. The "Company" can permanently suspend a "User" immediately despite of the previous clause when the "User" violates relevant laws including providing or propagating or cause to provide or propagate illegal software and disrupting the business, illegal communication and hacking, distribution of malicious programs, actions that exceeds access privileges. If a "User" is suspended permanently according to this clause then all benefits gained by using the "Service" becomes extinct and the "Company" does not compensate specially.
3. If a "User" does not log in for more than 1 year then the "Company" classifies this account as a dormant account for protecting "User" information and for operating efficiency and all shared "Postings" can be permanently deleted or removed or archived or disabled. After using disconnection function, the corresponding account is treated as a dormant account, after 30 days without reconnection, all shared "Postings" can be permanently deleted.
4. The "Company" notifies a "User" according to Article 8 [Notifying "Users"] when limiting "Service" or cancelling the contract according to this Article.
5. "Users" can object to limiting "Service" according to this Article in keeping with the "Company's" normal procedure. If the "Company" acknowledges that the objection is reasonable then the "Company" restarts "Service".

Article 19 (Limitation of liability)

1. The "Company" is exempted from liability to provide "Service" due to natural disasters or under equivalent unforeseeable circumstance.
2. The "Company" is not liable for "Service" difficulties including difficulties in accessing "Service" and communication error by faults caused by "Users" including "Service" difficulties caused by losing mediums including terminals or terminal's communication with the "Service".
3. The "Company" is not responsible for information, data, reliability of facts, and accuracy in relation with "Postings" posted by "Users".
4. The "Company" is exempted from liability for transactions between "Users" and between a "User" and a third party with the "Service" as a medium.
5. The "Company" is not liable for "Service" provided for free unless otherwise specifically regulated by relevant laws.

Article 20 (Compensation for damages)

1. "User" will indemnify the "Company" if damages are caused by the "User's" actions, "Postings", or information created or posted or shared or distributed using the "Service".
2. If a 3rd party brings a claim against the "Company" related to a "User's" actions, "Postings" or information on the "Service" in violation of the terms, "User" will indemnify and hold the "Company" harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

Article 21 (Jurisdiction)

1. Lawsuits between "Company" and "Users" will be governed laws and regulations of the Indian Republic and the parties agree that the court(s) of law at Mysuru, the "Company's" registered office, will have exclusive jurisdiction over any suit, action, proceedings or dispute arising out of, or in connection with the Terms and Conditions set forth herein, and also any supplemental Terms and Conditions or Agreements that are agreed upon by the "User" or the "Client" for specific "Services" or "Paid Services."
2. Disputes between "Company" and "Users" will be administrated by the relevant court according to the relevant laws of the Indian Republic.