

Terms and Conditions

Agreement between User and MachPrinciple.com

These Terms and Conditions ('Agreement') are applicable to 'MachPrinciple.com', a proprietary Website and Android and iOS Mobile Application (the 'Platform') owned and operated by Santanu Das (hereinafter referred to as the 'Company' which expression shall unless repugnant to the context or meaning thereof include its successors, representatives, affiliates and assigns). This Agreement constitutes a legally binding agreement between you and the Company establishing the rights and obligations pertaining to the use of the Platform and availing the various services, features, content, and offerings available on it. You are requested to carefully read this Agreement prior to accessing, browsing or using the Platform. Accessing, browsing or using the Platform by the Users, shall be deemed to constitute their acceptance of this Agreement and an undertaking to be bound by its provisions.

The Company in its discretion reserves the right to amend, modify, update or make alterations to this Agreement from time to time, and the updated Agreement shall be subsequently posted on the Platform. The updated Agreement shall be legally binding on the Users and take effect immediately after being posted on the Platform. Users are requested and advised to periodically review this Agreement so as to be apprised of such alterations and amendments. The services, features, and other offerings on the Platform are subject to this Agreement and in the event, any User disagrees with any of the provisions contained herein, they are requested to discontinue accessing, browsing or using the Platform.

This document is an 'Electronic Record' in accordance with the provisions of the Information Technology Act, 2000.

What is MachPrinciple?

MachPrinciple.com is a professional network and social networking Platform that

1. Gives researchers (which include both academic researchers and science enthusiasts) a unique platform to increase the visibility of their work to the people both inside and outside their research field through articles, videos, images, scraps etc.
2. Allows general people to find latest discoveries and news in the field of their interest.
3. Connect with other people and peers communicate with them through messages, chats, scraps etc
4. Search upcoming conferences in their research field. People can check the popularity of a conference, check who else is attending the conference, their profile etc. People can also explore the location of the conference, nearby hotels, airports, tourist destinations etc.
5. Find schools, colleges and universities etc in your area. Read users feedback about different schools, colleges and universities. Write feedback about a school and rank the universities based on different criteria. Etc.

You can register and create an account on the Platform free of cost by submitting the requisite information therein such as your name, contact details, etc. Once registered, you can create and manage your profile by submitting data, content and information including without limitation articles, images, videos, scraps etc.

Privacy

The usage of the Platform and availing the various services, and features on offer shall require you to submit and provide us with certain information which the Platform shall collect, store and process for the purpose of providing such services and features to the you. We respect the privacy and confidentiality of the information that may be provided by you and the collection, storage, and processing of information is governed by the **Privacy Policy** instituted by us. You are requested to carefully read the Privacy Policy and the access and usage of the Platform by you implies that you have read and understood the Privacy Policy and agree to be bound by its provisions.

Electronic Communications

Visiting the Platform or sending emails to the Platform constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this Platform, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that the Platform is not responsible for third party access to your account that results from theft or misappropriation of your account. The Platform and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Eighteen

In order to be eligible to register on and use the Platform you are required to be legally competent to enter into a contract in accordance with the applicable laws, be of a minimum of 18 years of age and possess the absolute authority and competence to subscribe to and be bound by the terms, conditions and obligations laid down in this Agreement

The Platform does not knowingly collect, either online or offline, personal information from persons under the age of Eighteen. If you are under 18, you may use the Platform only with permission of a parent or guardian.

Representations and Warranties

You represent and Warrant that you are legally competent and have the complete right and authority to enter into this Agreement in accordance with applicable laws and the execution, delivery, and performance of this Agreement by you shall not constitute a violation of any laws, breach of any agreement or require the permission of any third party or governmental authority. You represent and warrant that all the information, data, and content provided by you on the Platform is true, accurate and up to date and undertake to provide any other information that may be required by the Company for the purposes stipulated herein.

You represent and warrant that you possess the rights, titles, and interest in any and all the information and content provided by you on the Platform and the posting or submission of such

information and content shall not constitute the violation or infringement of the rights of any other person or entity.

Links to Third Party Sites/Third Party Services

The Platform may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of the Platform and the Platform is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Platform is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Platform of the site or any association with its operators. The Company is not responsible for examining or evaluating any third-party websites and does not make any representation or warranty for their products, services, content, and offerings or their terms of use and privacy practices. In the event you access such websites you shall do so at your own risk and expense and apprise yourself of their terms and conditions and privacy practices.

Certain services made available via the Platform are delivered by third party sites and organizations. By using any product, service or functionality originating from the Platform, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Platform users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Platform strictly in accordance with these terms of use. As a condition of your use of the Platform, you warrant to the Company that you shall not use the Platform for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform in any manner which could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Platform. The limited license granted to you does not include any right to i) resale or commercial use of the Platform or its contents; ii) any collection and use of any listings, descriptions; iii) any derivative use of this Platform or its contents; iv) any downloading or copying of account information for the benefit of another merchant; v) downloading, copying, using, aggregating, reproducing, publishing, modifying, distributing, deleting any data information, data or content without prior consent from the Platform and its users, as the case may be, vi) use of data mining, robots, crawlers or similar data gathering and extraction tools and technologies in any manner or for any purpose whatsoever vii) using the Intellectual Property without prior consent viii) attempt to decipher, decompile, disassemble, reverse engineer, copy, modify or derive the source code of the Platform ix) promote any products or services on the Platform without the consent of the Company. This Platform or any portion thereof shall not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of the Company. You may not use any meta tags or any other "hidden text" utilizing the name or trademarks or other intellectual property without the Company's express written consent. Any unauthorized or commission of any of the prohibited activities as aforesaid shall

entitle the Company to terminate the permission or license granted to the Users by the Company as stipulated herein.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Platform, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not copy, reproduce, duplicate, modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Platform. Platform content is not for resale. Your use of the Platform does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized by these Terms.

Use of Communication Services

The Platform may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information

about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Company spokespersons, and their views do not necessarily reflect those of the Company

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Restrictions

While accessing, browsing or using the Platform you shall not host, display, upload, modify, publish, transmit, update or share, any information that-

1. belongs to another person and to which you do not have any right;
2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, threatening, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
3. harm minors in any way;
4. infringes any patent, trademark, copyright, or other proprietary rights;
5. violates any law for the time being in force;
6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
7. impersonate another person;
8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy, limit or impair the functionality of the Platform;
9. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

Materials Provided to MachPrinciple.com or Posted on Any MachPrinciple.com Web Page

The Company does not claim ownership of the content, information or materials you provide on the Platform (including votes, feedback and suggestions) or post, upload, input or submit to the Platform or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting the Company, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, communicate, modify, adapt, store, make derivative works of, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. You agree and acknowledge that in case of any errors in content or submissions in relation to any third-party such third-party shall be entitled to modify the content to the extent of such errors.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

International Users

The Service is controlled, operated and administered by the Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Platform-Content in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Platform or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

The foregoing right to indemnity shall be in addition to any other right that may be available to the Company in equity or under applicable laws and the indemnity rights shall survive the termination of this Agreement and Your use of the Platform.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PLATFORM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PLATFORM AT ANY TIME. THE COMPANY SHALL NOT BE LIABLE, WHETHER IN CONTRACT OR IN TORT IN ANY MANNER WHATSOEVER FOR I) ANY INTERRUPTIONS IN THE SERVICES II) DELAY IN ACCESS OR INTERRUPTIONS ON THE PLATFORM III) LOSS, THEFT, NON-DELIVERY, DESTRUCTION, CORRUPTION, OF DATA IV) ANY LOSS OR DAMAGE INCURRED AS A RESULT OF YOUR ACCESS OR USAGE OF THE PLATFORM V) OCCURRENCE OF ANY VIRUSES, MALFUNCTIONS, SYSTEM FAILURES, TECHNICAL PROBLEMS IN CONNECTION WITH THE PLATFORM VI) INACCURACIES OR OMISSION IN CONTENT V) ANY OTHER EVENT BEYOND THE CONTROL OF THE COMPANY

THE COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE PLATFORM FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PLATFORM, WITH THE DELAY OR INABILITY TO USE THE PLATFORM OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THE PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM.

ANY LOSS, LIABILITY, EXPENSES, DAMAGES, EXPENSES, JUDGMENTS INCURRED BY YOU AS A RESULT OF RELIANCE ON OR ANY ACTION TAKEN ON CONTENT, MATERIALS, INFORMATION ON THE PLATFORM SHALL BE BORNE SOLELY AND EXCLUSIVELY BY YOU AND THE COMPANY SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR THE SAME

Termination/Access Restriction

The Company reserves the right, in its sole discretion, to terminate your access to the Platform and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Wisconsin and you hereby consent to the exclusive jurisdiction and venue of courts in Wisconsin in all disputes arising out of or relating to the use of the Platform. Use of the Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Platform. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Platform or information provided to or gathered by the Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and the Company with respect to the Platform and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Platform. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

The Company reserves the right, in its sole discretion, to change the Terms under which the Platform is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

The Company welcomes your questions or comments regarding the Terms and in case of any grievances you may contact:

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Effective as of April 05, 2019