

Terms of Service

The following document outlines the terms of use of the Acentra© website. Before using any of the Acentra©services, you are required to read, understand, and agree to these terms. The column on the right provides a short explanation of the terms of use and is not legally binding.

DESCRIPTION OF SERVICE

Acentra©Services Private Limited(Acentra or “We”) provides a platform via its website and apps (the “Site”) to a community of registered users (“Users” or “you”).

The users can upload and display online servicesgraphs and videos (“Visual Content”), share comments, opinions and ideas, promote Visual Content collections, participate in contests and promotions, and license Visual Content as part of our Marketplace to other users (the “Services”).

Additional Services may be offered by us from time to time. We develop an online services community and provide services to create online portfolios and license online services. We will develop more features and services in the future.

The following are the terms of service (“Terms”) for using the Site and the Services.

ACCEPTANCE OF TERMS

BY USING THE SERVICES, YOU ARE AGREEING, ON BEHALF OF YOURSELF, AND THOSE YOU REPRESENT, TO COMPLY WITH AND BE LEGALLY BOUND BY THESE TERMS AS WELL AS OUR [PRIVACY POLICY](#) AND ALL APPLICABLE LAWS. IF YOU, FOR YOURSELF OR ON BEHALF OF THOSE YOU REPRESENT, DO NOT AGREE TO ANY PROVISION OF THESE TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY REGISTERED, CANCEL YOUR ACCOUNT.

MODIFICATION OF TERMS

Acentra© reserves the right, at its sole discretion, to modify or replace the terms at any time. If the alterations constitute a material change to the terms, Acentra© will notify you by posting an announcement on the site. What constitutes a material change will be determined at Acentra©'s sole discretion.

You shall be responsible for reviewing and becoming familiar with any such modifications. Using any Service or viewing any Visual Content shall constitute your acceptance of the Terms as modified.

In addition, when using particular features of the Services, you shall be subject to any posted guidelines or rules applicable to such Services.

Your access to and use of the Site and our Services may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair of the Site or any other reason within or outside the control of Acentra©. The company reserves the right to suspend or discontinue the availability of the Site and/or any Service and/or remove any Visual Content

at any time at its sole discretion and without prior notice. It may also impose limits on certain features and Services or restrict your access to parts of or all of the Site and the Services without notice or liability. The Site should not be used or relied upon for storage of your Visual Content and you are directed to retain your own copies of all Visual Content posted on the Site.

If there are changes in the terms, we will notify you.

Occasionally, there will be technical issues and the service may be interrupted, although unlikely.

REGISTRATION

As a condition to using Services, you are required to open an account with Acentra© and select a password and username, and to provide registration information.

The registration information you provide must be accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your access to the Services, by either terminating your email access or your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

You are responsible for maintaining the confidentiality of your password and are solely responsible for all activities resulting from the use of your password and conducted through your Acentra© account.

Services are available authorized representatives of legal entities and to individuals who are either (i) at least 18 years old to access the Marketplace, or (ii) at least 14 years old, and who are authorized to access the Site by a parent or legal guardian. If you have authorized a minor to use the Site, you are responsible for the online conduct of such minor, and the consequences of any misuse of the Site by the minor. Parents and legal guardians are warned that the Site does display Visual Content containing nudity and violence that may be offensive to some.

The Services are for use by a) individuals who own Visual Content; b) entities that represent owners of Visual Content including but not limited to galleries, agents, representatives, distributors other market intermediaries; and c) individuals and entities seeking to license Visual Content. We are currently not accepting illustration and graphic design content to upload on the Site. If you are the owner of the Visual Content, but not the creator, you are not allowed to upload content for the purposes of self advertising.

To fully use the services, you need to create your own account, without violating other people's rights.

USER CONDUCT

All Content posted or otherwise submitted to the Site is the sole responsibility of the account holder from which such Content originates and you acknowledge and agree that you, and not Acentra© are entirely responsible for all Content that you post, or otherwise submit to the Site. Acentra© does not control user submitted Content and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Site you may be exposed to Content that is offensive, indecent or objectionable.

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Acentra©. By way of example, and not as a limitation, you agree not to use the Services:

- To abuse, harass, threaten, impersonate or intimidate any person;
- To post or transmit, or cause to be posted or transmitted, any Visual Content or Communications that are libelous, defamatory, obscene, pornographic, abusive, offensive, profane, or that infringes any copyright or other right of any person;
- For any purpose (including posting or viewing Visual Content) that is not permitted under the laws of the jurisdiction where you use the Services;
- To post or transmit, or cause to be posted or transmitted, any Communication designed or intended to obtain password, account, or private information from any Acentra© user;

- To create or transmit unwanted spam to any person or any URL;
- To create multiple accounts for the purpose of voting for or against users' Visual Content;
- To post copyrighted Visual Content or other Communications that do not belong to you or, with exception of commenting on Visual Content in Blogs, where you may post such Content with explicit mention of the author's name and a link to the source of the Content;
- With the exception of accessing RSS feeds, you agree not to use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Site;
- To artificially inflate or alter vote counts, blog counts, comments, or any other Service or for the purpose of giving or receiving money or other compensation in exchange for votes, or for participating in any other organized effort that in any way artificially alters the results of Services;
- To advertise, or solicit, any user to buy or sell any third party products or services. Or to use any information obtained from the Services in order to contact, advertise, solicit, or sell to any user without their prior explicit consent;
- To promote or sell Visual Content of another person; or

- To sell or, otherwise, transfer your profile.

To report a suspected abuse of the Site or a breach of the Terms (other than relating to copyright infringement which is addressed under “COPYRIGHT COMPLAINTS” below) please send written notice to Acentra at email:help@Acentra.com.

You are solely responsible for your interactions with other users of the Site. Acentra© reserves the right, but has no obligation, to monitor disputes between you and other users.

You cannot use our website to post pornographic material of any nature, harass users, send spam, and do other harming actions that would degrade an individual. Be reasonable and responsible.

CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Please read this section carefully before posting, uploading, or otherwise submitting any Visual Content to the site.

By submitting content to the site you are granting Acentra© a worldwide, non-exclusive license to use the Visual Content and are representing and warranting to Acentra© that the Visual Content is either owned or you are authorized to represent or distribute the Visual Content.

Acentra© is free to publish, distribute and use the Visual Content as provided in these Terms without obtaining permission, consent or any license from any third party.

In consideration of Acentra©'s agreement to allow you to use the Services, you agree with Acentra© as follows,

You acknowledge that:

- Any Visual Content uploaded to your account must be online service-graphed by you;
- By uploading your online service-graphics or graphic works to Acentra© you retain full rights to those works that you had prior to uploading;
- By posting Visual Content to the Site you grant to Acentra© a non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Visual Content in connection with the Services. This license will exist for the period during which the Visual Content is posted on the Site and will automatically terminate upon the removal of the Visual Content from the Site;
- The license granted to Acentra© includes the right to use Visual Content fully or partially for promotional reasons and to distribute and redistribute Visual Content to other parties, websites, authorized agents, applications, and other entities, provided such Visual Content is attributed in accordance with the credits (i.e. username or collection name, profile picture, online services title, descriptions, tags, and other accompanying information) if any and as appropriate, as submitted to Acentra© (notwithstanding the foregoing, no inadvertent failure to provide attribution shall be considered a breach of these Terms);

- Acentra© has the right to modify, alter and amend online services titles, descriptions, tags, and other accompanying information for any Visual Content and the right to submit Visual Content to other parties and authorized agents for the purpose of creating tags for Visual Content;
- The company uses industry recognized software and measures to restrict the ability of users and visitors to the Site to make high resolution copies of Visual Content posted on the Site. Notwithstanding this, the company makes no representation and warranty that Visual Content posted on the Site will not be unlawfully copied without your consent. Acentra© does not restrict the ability of users and visitors to the Site to make low resolution or ‘thumbnail’ copies of Visual Content posted on the Site and you hereby expressly authorize Acentra© to permit users and visitors to the Site to make such low resolution copies of the Visual Content; and
- Subject to the terms of the foregoing license, ownership or other rights in the Visual Content including any intellectual property rights or other proprietary rights associated with the Visual Content are retained by you or the Visual Content owner represented by You.

You represent and warrant that:

- You are the owner or the authorized representative of the owner of all rights, including all copyrights in and to all Visual Content you submit to the site;
- You have the full and complete authority and right to enter into this agreement and to grant to Acentra© the rights in the Visual Content herein granted, and that no further permissions are required from, nor payments

required to be made to any other person in connection with the use by Acentra© of the Visual Content as contemplated herein; and

- The Visual Content does not defame any person and does not infringe upon the copyright, moral rights, publicity rights, privacy rights or any other right of any person, or violate any law or judicial or governmental order.
- You shall not have any right to terminate the permissions granted herein, nor to seek, obtain, or enforce any injunctive or other equitable relief against Acentra©, all of which such rights are hereby expressly and irrevocably waived by you in favor of Acentra©.
- Your online services will preserve whatever copyright they had before uploading to this site. We will protect the copyright and we will not sell your online services without your permission.

PREMIUM SERVICES

Acentra© provides premium services to holders of its 'Plus' or 'Awesome' ("premium") accounts. In addition to the general terms and conditions provided for by these Terms, the following terms and conditions apply specifically to premium account holders:

- Services available to premium account holders are described on the account [Upgrade page](#);
- Acentra© may modify, suspend or discontinue Services provided to premium account holders at any time at its sole discretion and without prior notice;
- The company provides new premium account holders with a 14-day trial period and will provide a full refund if you choose to terminate your

'Awesome' account within this period. If you choose to terminate your 'Awesome' account after the 14-day trial period, you will be responsible for paying your Awesome account fee up to and including the Termination Date.

- Any refund owing to you will be paid within 30 days of the Termination Date provided your request for termination included your username and full name as it appears on your account or on your credit card.
- Refunds apply only to few services described on the Courses page.

FAIR STORAGE POLICY

Acentra© maintains a fair storage policy to ensure stable and fast service to all users.

Free accounts are limited to a maximum of 20 new online service graphs/images per week and 2,000 online service-graphs/images in total (approximately 60Gb of storage, and 1Gb of data transfer from profile and portfolios per month). Any additional storage may result in **restrictions** on your account including limited access to your Visual Content or a requirement to upgrade if the limit is exceeded for several months.

Premium accounts are limited to maximum of 1,000 new online service-graphs/images per week and 100,000 online service-graphs/ images in total (approximately 3,000Gb of storage and 10Gb of data transfer per month). 'Awesome' accounts that exceed a limit for several months will be notified of their usage and restrictions may be imposed if usage is not corrected.

MARKETPLACE

If you choose to register to use the Acentra© Marketplace (the “Marketplace”) the following terms and conditions apply in addition to the general Terms. Throughout these Terms, a reference to the ‘purchase’ or ‘sale’ (or similar words) of Marketplace Content (as defined below) means the acquisition of a Customer License (as defined below) to use Marketplace Content.

About the Marketplace

The Marketplace is a Service provided by Acentra© that allows users who enter into a Acentra Contributor Agreement to post Visual Content for sale to the public. Visual Content is licensed directly by Acentra© and through its third party Marketplace Content partners to users pursuant to an end user license agreement.

To use the Marketplace, you must be at least 18 years of age and have a valid Acentra© account.

In order to upload Visual Content to the Marketplace (your “Marketplace Content”) you must agree to these additional contributor [terms](#).

If you register to use the Marketplace, the following terms apply to you. You must also agree to the additional contributor terms.

COPYRIGHT COMPLAINTS

Acentra© respects the intellectual property rights of others. It is our policy to respond promptly any claim that Content posted on the Site infringes the copyright or other intellectual property infringement (“Infringement”) of any person. Acentra© will use reasonable efforts to investigate notices of alleged Infringement and will take appropriate action under applicable intellectual property law and these Terms where it believes an Infringement has taken place, including removing or disabling access to the Content claimed to be infringing and/or terminating accounts and access to the Site.

To notify Acentra© of a possible Infringement you must submit your notice in writing to the attention of “Copyright Infringement” care of help@Acentra.com and include in your notice a detailed description of the alleged Infringement sufficient to enable Acentra© to make a reasonable determination. Please note that you may be held accountable for damages (including costs and attorneys’ fees) for misrepresenting that any Content is infringing your copyright.

If we remove or disable access to Content in response to a notice of Infringement, we will make reasonable attempts to contact the user who posted the affected Content. If you feel that your Content is not infringing, you may provide Acentra© with a counter notice in writing to the attention of “Copyright Infringement Counter Notification” at help@Acentra.com. You must include in your counter notice sufficient information to enable Acentra© to make a reasonable determination. Please note that you may be held

accountable for damages (including costs and attorneys' fees) if you materially misrepresent that your Content is not infringing the copyrights of others.

If you are uncertain whether an activity constitutes Infringement, we recommended seeking advice of an attorney.

Digital Millennium Copyright Act - Notification of Alleged Copyright Infringement

Acentra© has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (the "Act") and avails itself of the protections under the Act. Acentra© reserves the right to remove any Visual Content or Communications that allegedly infringes another person's copyright. Acentra© will terminate, in appropriate circumstances, Users who are repeat infringers of another person's copyright. Notices to Acentra© regarding any alleged copyright infringement should be directed to Acentra© via email at:copyrightinfringement@Acentra.com.

Filing a DMCA Notice to Remove Copyright-Protected Content

If you believe, in good faith, that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice containing the following information:

- Your name, address, telephone number, and email address (if any);
- A description of the copyrighted work that you claim has been infringed;

- A description of where on the Website the material that you claim is infringing may be found, sufficient for Acentra© to locate the material (e.g., the URL);
- A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright Acentra©, its agent, or the law and is not a fair use;
- A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- Your electronic or physical signature.

Filing a DMCA Counter-Notice to Restore Content Removed from the Website

If you believe that your material has been removed by mistake or by means of misidentification, please provide Acentra© with a written counter-notification containing the following information:

- Your name, address, telephone number, and email address (if any);
- A description of the material that was removed and the location on the Website (e.g., the URL) where it previously appeared;
- A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is

outside of the United States, any judicial district in which Acentra© may be found (which includes the United States District Court for the Southern District of New York), and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person; and

- Your electronic or physical signature.

We respect copyright. If anything is wrong, please send an email with all the details to help@Acentra.com.

LINKS

The Services, or third parties, may provide links to other World Wide Web sites or resources. Because Acentra© has no control over such sites and resources, you acknowledge and agree that the company is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Acentra© shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

RELEASE AND INDEMNITY

You hereby expressly and irrevocably release and forever discharge Acentra, its affiliated and associated companies and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments,

claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of your use of the Site and the Services.

You hereby agree to indemnify and hold harmless Acentra©, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (i) a breach of these Terms, (ii) Content posted on the Site, (iii) the use of the Services, by you or any person using your account or Acentra Username and password, (iv) the sale or use of your Marketplace Images, or (v) any violation of any rights of a third party.

We are not liable if something goes wrong. Always have a backup of your online services.

TRADEMARKS

Acentra©, Acentra.com and other Acentra graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of Acentra©. The trademarks and trade dresses may not be used in connection with any product or service without the prior written consent of the company itself. The images and icons available in the Acentra© icon pack may be used by partners and third party sites in connection with providing appropriate links to the Acentra Site.

Please respect our trademarks and brands.

TERMINATION

Acentra© may terminate or suspend any and all Services and/or your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination of your account, your right to use the Services will immediately cease. If you wish to terminate your account, you may simply discontinue using the Services. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

It is your responsibility to remove all Visual Content from your account prior to termination. Upon termination of your account Acentra© will automatically remove all Visual Content posted to your account.

WARRANTY DISCLAIMER

YOU USE THE SITE AND THE SERVICES AT YOUR OWN RISK. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. Acentra© EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Acentra© DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS FROM THIS SITE AND THE SERVICES, INCLUDING, BUT NOT LIMITED TO, TECHNICAL

INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) THIRD PARTY COMMUNICATIONS, (C) ANY THIRD PARTY WEBSITES OR CONTENT DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS, (D) THE UNAVAILABILITY OF ALL OR ANY PART OF THE SITE OR THE SERVICES, (E) YOUR USE OF THE SITE OR THE SERVICES, OR (F) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITE OR THE SERVICES.

LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED BY LAW, NEITHER Acentra© NOR ANY OF ITS AFFILIATES, PARENTS, SUBSIDIARIES, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE SITE, ANY FACTS OR OPINIONS APPEARING THEREON, OR THE SERVICES. Acentra© SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE OR SERVICES. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, Acentra©'s SOLE OBLIGATION TO YOU FOR DAMAGES SHALL BE LIMITED TO \$100.00.

YOU AND Acentra© AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE ARISING HEREUNDER WILL BE

CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT YOU WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU ACT OR PROPOSE TO ACT IN A REPRESENTATIVE CAPACITY. YOU FURTHER AGREE THAT NO PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF Acentra© AND ALL PARTIES TO ANY SUCH PROCEEDING.

MISCELLANEOUS

The Terms shall be governed by and construed in accordance with the laws of the State of New York, as if made within New York between two residents thereof, The United Nations Convention on the International Sale of Goods shall not apply and is expressly excluded.

Any controversies or disputes arising out of or relating to these Terms shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association or of the International Center for Dispute Resolution to be held in one of the following jurisdictions (whichever is closest to you): [New York, New York; San Francisco, California, and Toronto, Canada]. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of these Terms. The arbitration proceeding shall be conducted in English and all documentation shall be presented and filed in English. All documents, materials and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other

party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator shall not have the authority to modify any provision of these Terms or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under these Terms. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events, or occurrences giving rise to the claim.

Indemnification of Acentra©

You, agree to defend, indemnify and hold Acentra©, its affiliates and its sponsors, partners, other co-branders and the respective directors, officers and employees of each harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to your breach of any of these Terms or use by you or any third party of the Services. Acentra© reserves the right, at its own expense, to assume the exclusive

defense and control of any matter otherwise subject to indemnification by you.

General

These Terms constitute the entire understanding of the parties and supersede all prior and contemporaneous written and oral agreements with respect to the subject matter hereof. Any rule of construction stating that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of these Terms. If one or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired. Any inconsistency between these Terms in English and these Terms in any other language shall, to the fullest extent permitted by applicable law, be resolved by reference to the English version. The failure to enforce or the waiver by either party of a default or breach of the other party shall not be considered to be a waiver of any prior, subsequent or other default or breach.

The below is the second terms of service. Please look at both and make appropriate changes and make it into a single policy.

Terms of Service

OVERVIEW

This website is operated by **AcentralIndia Private Limited (“Acentra”)**. Throughout the site the terms “we”, “us” and “our” refer to Acentra©. The company offers this website, including all information, videos, documents, pictures, text, tools, applications, mobile application, products and services (collectively, our “Services”) available to us to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site, using any of our Services, and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, students, teachers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, or registering by clicking Signup buttons or Social Login buttons, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 – ONLINE WEBSITE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may only access the Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the Services. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may deny you access to our Services (or any part thereof) at any time without notice and you will remain liable for all amounts due up to and including the

date of termination. Any amounts already paid will be forfeited. Furthermore, Acentra© reserves all rights to pursue legal actions as necessary including without limitation, a police complaint and pursuing a criminal case for piracy, and theft of copyrighted material and intellectual property. Cyber offences or criminal breach of trust by the user shall fall under Moral Turpitude, and Acentra© shall be constrained to take immediate action including taking recourse to criminal justice procedure in appropriate courts of law. Subject to governing administrative rules, this may lead to debarring an eligible candidate from joining a cadre of services even if selected.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services or any contact on the website through which the Services are provided, without express written permission by us.

You are prohibited from sharing, selling, trading, or otherwise transferring your account to another party. We own no responsibility in any manner over any dispute arising out of transactions by any third party using your

account/e-mail provided by you to us or payments made by any of the payment methods by any third party. We make no representation that any products or services referred to in the materials on this web are appropriate for use, or available outside India. Those who choose to access this website from outside India are responsible for compliance with local laws if and to the extent local laws are applicable.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We have taken every care in the preparation of the content of this website. To the extent permitted by applicable law, we disclaim all warranties, express or implied, as to the accuracy of the information contained in any of the materials on this website. We shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this website.

This site may contain certain historical information, provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our Service are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 – PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to refund, return or exchange only according to our Refund Policy.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change in any moment without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

If you elect to access or use Service that involve payment of a fee, then you agree to pay, and will be responsible for payment of, that fee and all taxes associated with such access or use. If you provide credit card information to pay for such fees then you hereby represent and warrant that you are authorized to supply such information and hereby authorize the Acentrato charge your credit card on a regular basis to pay the fees, as they are due.

If your payment method fails or your account is past due, then we may collect fees owed using other collection mechanisms. This may include charging other payment methods on file with us and/or retaining collection

agencies and legal counsel. We may also block your access to any Service pending resolution of any amounts due by you to Acentra©.

SECTION 7 – ACCOUNT AND REGISTRATION

To use certain Services, you will need to register and obtain an account, username and password. When you register, the information you provide to us during the registration process will help us in offering content, customer service, and network management. You are solely responsible for maintaining the confidentiality of your account, username, and password (collectively, your “Account”) and for all activities associated with or occurring under your Account. You represent and warrant that your Account information will be accurate at all times. You must notify us (a) immediately of any unauthorized use of your Account and any other breach of security, and (b) ensure that you exit from your Account at the end of each use of the Service. To the extent permissible under applicable law, we cannot and will not be responsible for any loss or damage arising from your failure to comply with the foregoing requirements or as a result of use of your Account, either with or without your knowledge, prior to your notifying us of unauthorized access to your Account.

You may not share or transfer your Account to any other person and you may not use anyone else’s Account at any time. In cases where you have authorized or registered another individual, including a minor, to use your Account, you are fully responsible for (i) the online conduct of such user; (ii) controlling the user’s access to and use of the Service; and (iii) the consequences of any misuse.

SECTION 8 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 9 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 10 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries), or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any

computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 11 – PERSONAL INFORMATION

Your submission of personal information through the website is governed by our Privacy Policy.

SECTION 12 – ABUSE AND MISUSE OF SERVICES

The user hereby agrees that the user shall neither by itself nor be part of any kind of abuse or misuse of the website in any manner whatsoever. By availing to the video tutorial sessions available on the website, the user agrees that, apart from not sharing any kind of personal information of any kind with the other party, the user shall also ensure that he/she shall not inter-alia share, display, convey, transmit or portray abusive content of any kind in any manner whatsoever. Likewise, in the event the user feels that there is any kind of abusive content or such other information shared/ displayed by the other party, the user shall immediately report the same to us at info@Acentra.com. In the event we have reasons to believe that the user is inter-alia sharing, displaying, conveying, transmitting or portraying abusive content of any kind of the user has been part of such transmission, we have the absolute right to terminate the account and the services availed by the user without providing any reason whatsoever,

apart from other measures that we may recourse to. The user hereby also agrees and confirms that we shall not be responsible or liable for inter-alia any act as mentioned above in any manner whatsoever and that the user shall not make any kind of claim against us or make us party to any claim he/she is making before any forum in relation to any abuse or misuse of the website to which the user is a party to or otherwise. The user hereby also agrees and understands that it shall be the sole responsibility of the user to restrict such abuse, or misuse of any kind of the website and the services availed, and the user shall ensure that it shall report to us at the earliest on occurrence of any such event.

Similarly, the user hereby also agrees that he/she shall not inter-alia share, display or transmit any copyrighted material which he/she is not permitted to do in the course of the facilities availed of the website. The user shall be entitled to share only such materials which have an open source code and that they have specifically permitted the user to share. In the event the user shares any of the copyrighted materials to the other party without a prior written consent from us, the user shall be liable for such actions taken against it by Acentra©and any aggrieved third party for violations of the intellectual property rights of such parties.

SECTION 13 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel

orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 14 – PROHIBITED USES

You may only access the Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the Services. All of your use, access and other activities relating to the Site and the Services must be in compliance with all applicable laws and regulations, including, without limitations, laws relating to copyright and other intellectual property use, and to privacy and personal identity. In connection with your use of the Services and Site, (i) you must not provide incorrect or knowingly false information; (ii) copy, distribute, modify, reverse engineer, deface, tarnish, mutilate, hack, or interfere with the Services or operation of the Site; (iii) frame or embed the Site or Services; (iv) impersonate another person or gain unauthorized access to another person's Account; (v) introduce any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or

operation of the Site; (vi) scrape, spider, use a robot or other automated means of any kind to access the Services.

You will not reproduce, distribute, publicly display, publicly perform, communicate to the public, create derivative works from or otherwise use and exploit any content on the Site, or Services.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses and undertake legal actions, civil or criminal as deemed necessary.

SECTION 15 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Acentra©, or its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service; or for any other claim related in any way to your use of the service or any product, including, but

not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

SECTION 16 – OWNERSHIP OF RIGHTS

All rights, including copyright, in this website are owned by or licensed to us. Any use of this website or its contents, including copying or storing it or them in whole or part is prohibited without our permission. You are prohibited from modifying, copying, distributing, transmitting, displaying, printing, publishing, selling, licensing, creating derivative works or using any content available on or through our website for commercial or public purposes. You may not modify, distribute or re-post something on this website for any purpose.

The Site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and the entire contents of Acentra© protected by copyright as a collective work under the applicable copyright laws. Acentra©owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as copyright or license to use in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. You may not download / print / save copyrighted material under any conditions. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission,

publication or commercial exploitation of downloaded material without the express permission of Acentra©is permitted.

You acknowledge that you do not acquire any ownership rights by downloading copyrighted material. Trademarks that are located within or on our website or a website otherwise owned or operated in conjunction with us shall not be deemed to be in the public domain but rather our exclusive property, unless such site is under license from the trademark owner thereof in which case such license is for the exclusive benefit and use of Acentra©, unless otherwise stated.

We do not have any express burden or responsibility to provide you with indications, markings or anything else that may aid you in determining whether the material in question is copyrighted or trademarked. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission. By submitting material to any public area of the website, you warrant that the owner of such material has expressly granted Acentra©the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other end user to access, view, store or reproduce the material for that end user's personal use. You hereby grant Acentra©, the right to edit, copy, publish and distribute any material made available on the website by you.

If you come across any abuse or violation of these Terms, please report to info@Acentra.com.

SECTION 17 – EMAIL COMMUNICATION

When you visit our website or send email(s) to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or SMS. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy all legal requirements.

SECTION 18 – SMS COMMUNICATION

On registering in our website, you agree that we may use your registered mobile number on the Website to send Transaction related SMS to you. You also grant us permission that we may send you any Transaction related SMS irrespective of having DND services activated on your mobile.

SECTION 19 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless **Acentra** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 20 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 21 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof). Any amounts already paid will be forfeited.

SECTION 22 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 23 – GOVERNING LAW

Courts of law situated within the National Capital Territory of Delhi shall have sole and exclusive jurisdiction to adjudicate on any disputes arising out of these Terms.

SECTION 24 – CYBER OFFENSES AND CRIMINAL ACTION

It is hereby specifically intimated to and unequivocally agreed by the user that any damage to the website or any content thereof including but not limited to unauthorized downloading, disruption of services, contamination of any form, facilitating unauthorized access, or any residuary contravention of statutory provisions of cyber law under Chapter IX of the Information Technology Act, 2000, shall be considered a very serious

breach of these Terms; and Acentra shall initiate immediate legal action against any user identified as being involved in such activities.

Moreover, any such cyber offences or criminal breach of trust by the user shall fall under Moral Turpitude, and Acentra shall be constrained to take immediate action including lodging of police complaints/FIRs and taking recourse to criminal justice procedure in appropriate courts of law. Subject to governing administrative rules, this may lead to debarring an eligible candidate from joining a cadre of services even if selected.

SECTION 25 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 26 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at admin@Acentra.com.



