

TERMS OF USE

(Updated as of January 02, 2021)

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These Terms of Use (“**Terms**”) in relation to our website <https://fraudopedia.co.in/>, (“**Website**”) govern the terms and conditions of use of our Website, and constitute a legally binding agreement between the user (“**You**” or the “**User**”) and Fraudopedia Pvt. Ltd., a company duly registered under the provisions of the Companies Act, 2013 with its registered address at #33, 7th Cross, Lavelle Road, Bengaluru 560001; (“**We**” or “**Fraudopedia**”).

By accessing our Website, the User represents that he/she has read, understood and agrees to be bound by the Terms, unconditionally.

We request you to read these Terms, which, together with the Privacy Policy and any other policies made available on the Website, shall govern your use of the Website. By accessing/visiting/browsing or using the Website, you denote your agreement to the Terms, as updated from time to time.

1. Intellectual Property & Proprietary Rights:

- 1.1.** Subject to the terms contained herein, all content made available on the Website, including audio, video, logos, text, images, photographs, graphics, logos, trademarks, service marks, data, reports, designs, icons, animation, written and other materials or information, and all aspects thereof (“**Content**”), including any and all intellectual property developed using the Content, is the intellectual property of Fraudopedia and is protected under the Copyright Act, 1957, the Trade Marks Act, 1999 and all other applicable intellectual property laws in India, as amended from time to time.
- 1.2.** Any information or links, expressly stated to belong to third-parties, or which constitutes the intellectual property of third parties, will not constitute “**Content**” for the purposes of the Terms.
- 1.3.** The Content includes proprietary logos, service marks and trademarks owned by Fraudopedia. By making them available on the Website, Fraudopedia does not grant any license to utilize those proprietary logos, service marks or trademarks.
- 1.4.** Nothing contained herein shall be construed as conferring any license, title or rights to you, by implication, estoppel or otherwise, under copyright or other intellectual property rights. All rights to Fraudopedia’s intellectual property not expressly granted herein are reserved solely by us. The rights, interest and title in the Content shall vest with us at all times.
- 1.5.** Any unauthorized use of the Content by you may violate applicable laws, including but not limited to copyright laws, trademark laws, and the laws of privacy, for which you agree to be liable in all respects.

2. Use:

- 2.1.** The Content is created for educational and reference purposes only. You may only view, browse and access the Content strictly in accordance with these Terms.
- 2.2.** Use of the Website is available only to persons who can form legally binding contracts under applicable law. You must be 18 years of age or older to visit and use the Website. By visiting and using the Website or accepting this Terms of Use, you represent and warrant to us that you are 18 years of age or older, and that you have the right, authority and capacity to visit, register and use the Website and that you agree to abide by the Terms.
- 2.3.** In order to use certain services and access certain features on the Website, you will have to register by providing certain information, including personal data, (including but not limited to your name, email address etc.) about yourself.
- 2.4.** You will be required to create a username and password once you register. You agree to maintain the security of your account by not sharing your username and password with others and restricting access to your account and your device and you agree to accept responsibility for all activities that occur under your account or password.
- 2.5.** You agree to provide true, accurate and current information about yourself. Fraudopedia will use the personal data in accordance with the Privacy Policy posted on the Website.
- 2.6.** If any information you provide is untrue, inaccurate or incomplete or if we have reasonable grounds to suspect that such information is untrue, inaccurate or incomplete, we have the right, in our sole discretion to suspend or

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terminate your access to the Website. You agree that we will not be liable to you or any third party for such termination.

- 2.7. Access to certain features of the Website is subject to payment of a monetary consideration (including any fees or subscription charges, as applicable) by you.

3. Third Party Sites:

- 3.1. The Website may contain links to websites operated by other entities. If you visit these sites, you do so at your own risk, subject to that site's terms and conditions of use and privacy policy. It is your responsibility to take all protective measures to guard against viruses or other harmful elements that you encounter on such sites.
- 3.2. Fraudopedia does not endorse any linked websites or the information appearing thereon.

4. Restrictions on Use:

- 4.1. You will use/access/browse the Website and the Content solely for your personal and non-commercial use. Using the Website or the Content for commercial purposes of any kind is strictly prohibited.
- 4.2. You acknowledge and agree that the Content is our proprietary property; and you will not reproduce, distribute, transmit, download, copy, post, duplicate, modify, display, perform, store (on any medium or in any form whatsoever), upload, translate, sell or re-publish to any third party, create derivative works from or broadcast the Content in any manner, without the express written consent of Fraudopedia.
- 4.3. You acknowledge and agree not to download, copy, decompile, reverse engineer, or use any robot, spider, scraper, data mining, retrieval application, data gathering or other manual or automated means/tools or algorithms of extraction to scrape or extract any Content from the Website.
- 4.4. You also agree not to introduce any computer virus, computer contaminant, malicious software, corrupted data, trojan horses, spyware; or create any disruption, interfere or attempt to interfere with the proper functioning of the Website, including by creating any unreasonably large load on the server of the Website. You also agree to not use the Website in any manner which could damage, disable, overburden or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.
- 4.5. You agree not to use the Content or the Website in any unlawful, illegal, unauthorized, defamatory, libelous manner; take any action that is abusive, tortious or obscene, or in violation of the applicable laws, including but not limited to infringement of intellectual property rights, or invasion of privacy.
- 4.6. You agree not to collect any information, including the information relating to other users, in any unauthorized or unlawful manner, or for any unauthorized or illegal purpose.
- 4.7. You agree not to upload, post or transmit any information which would:
 - 4.7.1. Inhibit other users from using and enjoying the Content or the Website;
 - 4.7.2. Constitute information of a commercial nature or contain advertising material;
 - 4.7.3. Constitute or contain false or misleading information;
 - 4.7.4. Harass another person in any manner;
 - 4.7.5. Contain links or materials related to pornography, nudity or data containing foul language or any other unlawful, illegal or objectional material.
- 4.8. You agree to use the Content and the Website in a manner consistent with any and all applicable laws and regulations. You agree not to use the Content or the Website in any manner that is in violation of a) the laws of India; b) the laws of the country where you are a resident or from you are accessing the Website; or b) these Terms.

5. Privacy:

- 5.1. You agree that we shall, during the course of your registration as a user of the Website, or otherwise, collect, store and process your information, including certain personal information, in accordance with the Privacy Policy of Fraudopedia.
- 5.2. You agree to the terms of the Privacy Policy and undertake to be bound by it.
- 5.3. Please refer to the Privacy Policy for details of the information that will be collected, the purpose of collection and the manner in which such information will be stored.

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6. Representations & Warranties: You represent and warrant that:

- 6.1. you are of legal age, competent to contract under the provisions of the Indian Contract Act, 1872 and you have the right, authority and capacity to enter into and abide by these Terms. In case you are a minor, the Content will be made available to you by your legal guardian or parents, who agree to the Terms;
- 6.2. the information provided by you, including any details to be provided for registration on the Website, is true, accurate, complete, updated and not misleading in any manner;
- 6.3. you will not use the Website for any illegal purpose, or in any manner that may violate any applicable laws or for any purpose prohibited by the Terms;
- 6.4. you have not and will not impersonate another person or falsely state or misrepresent any information;

7. Disclaimers:

- 7.1. You acknowledge that the Content is provided for educational purposes only.
- 7.2. You expressly understand and agree that your use of this Website and the Content are at your sole risk. The information in relation to the Content and the Website is provided on an "as is" basis and Fraudopedia does not make any express, statutory or implied representations, warranties or covenants as to the completeness, quality or accuracy of the information provided in relation to the Content, including those of merchantability or fitness for a particular purpose. You agree that Fraudopedia does not assume any liability whatsoever in relation to the use of or reliance upon the Content by you, including any liability arising out of any errors or omissions therein. You agree and acknowledge that any reliance on the Content or any opinion, advice, statement or information on the Website shall be at your sole risk.
- 7.3. You agree that the Content does not constitute and should not be construed to constitute legal or professional advice. You are advised to obtain independent professional legal advice before acting on any information provided in the Content or on the Website or making any decision.
- 7.4. You also agree that we shall be under no obligation to correct, update or rectify any defects or inaccuracies in relation to the Content or the Website. However, Fraudopedia reserves the right in its sole discretion to correct any errors or omissions on any part of the Website at any time without notice.

8. Limitation of Liability

- 8.1. You agree that you will access and use the Content or the Website, or rely upon the information provided therein at your sole risk. You agree that in no event will Fraudopedia, its affiliates or third-party providers be liable to you for any direct, indirect, remote, consequential, incidental, exemplary, punitive or special damages, including but not limited to loss of profits, fees, fines, penalties or liabilities arising out of or in relation to your use or access of the Content and/or the Website.

9. Indemnity:

- 9.1. You agree to defend, indemnify and hold harmless Fraudopedia (and its directors, promoters, affiliates, partners, employees, agents and representatives) from and against any and all claims, damages, liabilities, losses, costs (including attorney's fees), actions, demands, and expenses arising out of or your use and access of the Website or the Content; or any breach of the Terms; including any third party claims arising out of your use or access of the Website or the Content or breach of the Terms, including but not limited to any intellectual property infringement claims.

10. Breach:

- 10.1. In the event of a breach of the Terms, you acknowledge and agree that Fraudopedia will be irreparably harmed and monetary damages may not be an adequate remedy. Fraudopedia will be entitled to any such equitable remedy including specific relief or injunction in relation to such violation.
- 10.2. If we discover that you have been or are in breach of these Terms, we reserve the right, at our sole discretion, to take any actions to prevent or control such breach, including without limitation, the suspension or termination of your access to the Content and/or the Website, or deletion of your user account. We may also suspend or terminate your access to the Content and the Website or delete your account if we are required to do so as per applicable law; or if we discover any existing or alleged infringement of our intellectual property rights or the intellectual property rights of any third parties.

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10.3. We shall be entitled to investigate any such violations/breaches and take appropriate legal action, involve and cooperate with law enforcement authorities in prosecuting Users who have committed such breach.

11. Governing Law & Dispute Resolution:

11.1. The Terms shall be governed by and shall be construed in accordance with the laws of India.

11.2. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts at Bengaluru, Karnataka for any dispute arising out of or in relation to these Terms.

12. Termination:

12.1. We reserve the right, in our sole discretion, to terminate your access to the Website, account and the related services or any portion thereof at any time, for any reason, without notice.

13. Miscellaneous:

13.1. Relationship: You agree that these Terms shall not be interpreted or construed to create any association, joint venture, agency or partnership between us or impose any such obligation or liability on Fraudopedia.

13.2. Non-waiver: The failure by Fraudopedia at any time to enforce any of the provisions of these Terms or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver by Fraudopedia of such provision, right, remedy or option or in any way affect the validity of such provision.

13.3. Assignment: You shall not assign, delegate or otherwise transfer any of your rights or liabilities under these Terms without the express written consent of Fraudopedia. Fraudopedia may assign or transfer its rights under the Terms, without your consent.

13.4. Amendment: These Terms may be amended, modified or supplemented by Fraudopedia at its sole discretion, without any requirement of any prior notice, at any time. Such modifications will be effective immediately from the date on which the modified Terms have been uploaded on the Website. You should periodically revisit the Website to review the current terms of use by which you are bound. Your continued use of the Website, access to the Content after any amendments to the Terms will be considered as acceptance of any such amendments.

13.5. Notices:

13.5.1. All notices served by Fraudopedia to the User will be sent to the User's registered email address.

13.5.2. Any notice to be served on or communication to be sent to Fraudopedia shall be emailed at: contact@fraudopedia.co.in

13.6. Entire Agreement: The Terms, along with the Privacy Policy and any other policy, disclaimer or terms contained on the Website, constitute the entire understanding and agreement between Fraudopedia and the User with respect to the use and access of the Website and Content, and related matters.

13.7. Severability: The provisions of the Terms are severable. If any provision of this Terms is for any reason declared invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of the Terms. If any provision of the Terms is invalid, illegal or unenforceable within any jurisdiction, such provision shall be deemed to be modified to the minimum extent necessary to be enforceable within such jurisdiction, and this Terms shall otherwise remain in full force and effect.