

VERSION 1.0

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TERMS OF USE

PENMYTH
NEW DELHI, INDIA

TERMS OF USE

By accessing or using the Penmyth website, the Penmyth service, or any applications (including mobile applications) made available by Penmyth (together, the "Service"), however accessed, you agree to be bound by these terms of use ("Terms of Use"). The Service is owned and controlled by Penmyth. You are suggested to go through these terms before using Penmyth. These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the service.



BASIC TERMS

- By accessing or using the Penmyth website, the Penmyth service, or any applications (including mobile applications) made available by Penmyth (together, the "Service"), however accessed, you agree to be bound by these terms of use ("Terms of Use"). The Service is owned and controlled by Penmyth. You are suggested to go through these terms before using Penmyth. These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the service.
- You must be at least 13 years old to use the Service.
- You are not allowed to post violent, discriminatory, unlawful, infringing, hateful, or sexually suggestive content via the Service.
- You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, Penmyth prohibits the creation of and you agree that you will not create an account for anyone other than yourself. You also represent that all information you provide or provided to Penmyth upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
- Collection or using credentials of other Penmyth users is prohibited.
- You must take responsibility for keeping your password safe and secure.
- You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
- Illegal or unauthorized use of the Service is not allowed.
- You are solely responsible for your conduct and any data, text, information, usernames, works of authorship, links and other content that you post on Penmyth.
- You must not modify or alter the Service or modify another website so as to falsely imply that it is associated with Penmyth.

- Spamming Penmyth users with unwanted mails, comments, likes or other forms of harassing communications is not allowed.
- You must not disrupt the Service or servers/networks connected to the Service, including by transmitting worms, viruses, spyware and malware or any other code that is destructive or disruptive in nature. Interfering with the display of any of Penmyth's page in a user's browser or device is illegal.
- Creating accounts on Penmyth using an automated device, script, bot, spider, crawler or scraper is not allowed.
- You must not restrict other users from using the Service. Also, you must not encourage or facilitate violations of these Terms of Use.
- Violation of these Terms of Use may, in Penmyth's sole discretion, result in termination of your Penmyth account. We are not responsible for the content that is posted on Penmyth. If you violate the Terms of Use, or create risk/possible legal exposure for Penmyth, we can stop providing all or part of the Service to you.



GENERAL TERMS

- Penmyth reserves the right to alter or terminate the Service or your access to the Service for any reason, without notice, at any time, and without liability to you. You can delete your Penmyth account. If we terminate your access to the Service or you delete your account, your work, comments, likes, friendships, and all other data will not be accessible to anyone (e.g., users will not be able to navigate to your username and view your work).
- Penmyth reserves the right, to change these Terms of Use ("Updated Terms") from time to time. We will provide you with the advance notice before the Updated Terms become effective. You should review these updated Terms of Use prior to using Penmyth. The Updated Terms will take effect from the time it is updated, or from sometime later as mentioned in the update. These Terms of Use will govern any disputes arising prior to the effective date of the Updated Terms.
- Penmyth reserves the right to deny access to the Service to any user for any reason at any time. We may remove, edit, and/or monitor the Content or accounts having Content that we think violates these Terms of Use.
- Penmyth is not responsible or liable for the conduct of any of its users, be it online or offline. You will be responsible for your interactions with other Penmyth users on or off Penmyth. We reserve the right but we are not obliged to monitor or get involved in disputes between you and other users. A user should use his common sense and best judgment while interacting with other Penmyth users.
- Your business dealings with third parties found on Penmyth are solely between you and the third parties.
- You take responsibility of all the data charges that incur on using Penmyth.

RIGHTS

- Penmyth does not claim ownership of any Content that a user posts on it.
- You hereby grant to Penmyth a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on Penmyth, subject to our Privacy Policy.
- You agree that: (i) you own the Content posted by you on Penmyth or otherwise have the right to grant the right/licenses for it; (ii) your Content must not infringe on the rights of other users, including, without limiting to privacy and publicity rights, copyrights/trademark and/or other intellectual property rights.
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- Penmyth's name and logo are trademarks of Penmyth, and must not be copied, or used, in whole or in part, without our prior written permission. In addition, custom graphics, all page headers, button icons and scripts are service marks, trademarks and/or trade dress of Penmyth, and must not be copied or used, in whole or in part, without prior written permission from Penmyth.
- The Service may be interrupted for upgrades or scheduled maintenance, for emergency repairs, or due to failure of telecommunications links and/or equipment. Penmyth reserves the right to remove your Content from the Service without any reason, without any prior notice to you. Content removed from Penmyth may be stored by us, but may not be accessed without a valid court order. Penmyth encourages you to maintain your own backup of your Content. We are not a backup service and you will not rely on us for the purpose of Content backup or storage. We will not be liable for suspension, modification or discontinuation of Service, or any loss of Content. You also acknowledge the fact that Internet may be subject to security breaches and that the submission of Content or other information may not be secure.
- You agree that we are not responsible for, and do not endorse any Content posted on Penmyth. Penmyth does not have any obligation to monitor, prescreen, edit, or remove any Content. If your Content violates these Terms of Use, you may bear legal responsibility for it.

- All Content posted by the users will be non-confidential and non-proprietary. We will not be liable for any use or disclosure of any Content that you provide.



REPORTING COPYRIGHTS/IP INFRINGEMENTS

- You can report posts to protect your intellectual property rights.
- If you are caught in the act of infringing on other's content, we will disable your account.

