

TRUEPAD's main feature is that a user can post content anonymously through the user id number made by the user while signing in. The aim is to encourage conversations on real life issues without fear of identity revelation. TRUEPAD does not encourage illegal, harmful, coercive, threatening or demeaning behaviour.

TERMS OF USE

By accessing or using TRUEPAD, or any of TRUEPAD's products, software, data feeds, and services provided to you on, from, or through the TRUEPAD application, you agree to be bound by these terms of use as stated below.

All references to "you" or "your", as applicable, means the person that accesses, uses, and/or participates on TRUEPAD in any manner ("User").

If you use TRUEPAD on behalf of an entity, you represent and warrant that you have the authority to bind that entity. Your acceptance of the Terms of Use will be deemed an acceptance by the entity you represent and "you" and "your" herein shall refer to such entity.

TRUEPAD is an intermediary limited to providing access to a communication system over which information will be made available by third parties and transmitted by them or temporarily hosted or stored by them. TRUEPAD shall not be deemed to have conspired or abated or induced whether by threats or promise or otherwise or other the commission of an unlawful act by any of its Users.

These Terms of Use constitute a legally binding agreement between TRUEPAD and you. By installing, downloading or even merely using TRUEPAD, and by clicking on "I have read and agree to the terms of use" you shall be contracting with TRUEPAD and you signify your acceptance to the Terms of Use and other TRUEPAD policies as posted by TRUEPAD from time to time and create a legally binding arrangement to abide by the same, which take effect on the date on which you download, install or use the services. If you are not of the age to enter into a valid legally binding contract, TRUEPAD shall assume that this agreement has been entered into by your legal guardian on your behalf.

By using TRUEPAD, you agree that the terms, conditions and disclaimers set out in these Terms of Use are reasonable.

BASIC TERMS

1. You shall not be below 13 years of age. If you are not of the mentioned authorised age of 13 years and you access TRUEPAD, please be aware that it shall be assumed that your usage was authorised by such person, who is your parent or guardian and that such person has supervised your usage;
2. You shall not post violent, nude, partially nude, discriminatory, unlawful, inciting, hateful, pornographic or sexually suggestive photos or any other similar content;
3. TRUEPAD shall not be responsible for any activity that occurs through your account under your screen name. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sound, musical works, works of authorship, applications, links and other content or materials ("**Content**") that you submit, post or display on or via TRUEPAD;
4. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employers or clients, you shall not create an account for anyone other than yourself;
5. You agree that you shall not share, host, display, upload, modify, publish, transmit, update any information that belongs to another person and to which you have no right;
6. You agree that you shall not share, host, display, upload, modify, publish, transmit, update any information that shall harm a minor in any way;
7. You hereby certify that all information you have provided or will provide to TRUEPAD upon registration and at all other times will be true, accurate, correct and complete and you agree to update your information as necessary to maintain its truth and accuracy;
8. You agree that you shall not solicit, collect or use the login credentials of other TRUEPAD Users for any reason whatsoever. You shall not try to gain unauthorized access or exceed the scope of authorized access to TRUEPAD or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
9. You shall be solely responsible for keeping your password secret and secure;
10. Your account shall be deemed to be inactive when no usage/activity is noted on it for a period of 30 days.
11. You agree you shall not sell, transfer, license or assign your account, username, or any account rights;
12. You acknowledge that any information or User Content you post on TRUEPAD may be

viewed by others, including, for example, your health care provider and his/her/its affiliates;

13. You shall notify TRUEPAD immediately in case of any breach of security or any unauthorized use of your account;
14. You shall not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities create or submit unwanted emails, comments, likes or other forms of commercial or harassing communications to any TRUEPAD Users;
15. You shall not share, host, display, upload, modify, publish, transmit, update information that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, slanderous, criminally inciting or invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to any content which is in violation of the provisions of the Indian Penal Code, 1860 or any other law in force in India;
16. You shall not post private or confidential information via TRUEPAD, including, but not limited to, your or any other person's credit card, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses;
17. You shall not promote illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
18. You shall comply with all laws, rules and regulations applicable to use of TRUEPAD and your Content, including but not limited to, copyright laws, penal provisions, cyber laws etc;
19. You shall not infringe upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity] or any other proprietary rights;
20. You agree that you shall not share, host, display, upload, modify, publish, transmit, update any information that deceives or misleads the addressee about the origin of such information or communicate any information which is grossly offensive or menacing in nature;
21. You agree that you shall not share, host, display, upload, modify, publish, transmit, update any information that impersonates another person;

22. You shall not promote any illegal or unauthorized copy of another person's copyrighted work (see "copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
23. TRUEPAD does not claim any ownership over the Content posted by you. The Content shall be owned by you and any liability whatsoever as a consequence shall be yours;
24. You shall not post information that contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
25. You shall not provide material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
26. You shall not provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
27. You shall not solicit gambling or engage in any gambling activity which is or could be construed as being illegal;
28. You shall not interfere with another User's use and enjoyment of TRUEPAD or any third party User and enjoyment of similar services;
29. You shall not refer to any website or URL that, in our sole discretion, contains material that is inappropriate for TRUEPAD or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
30. You shall not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with TRUEPAD;
31. You shall not access TRUEPAD's private API by means other than those permitted by TRUEPAD;
32. You shall not interfere or disrupt the service or servers or networks connected to the TRUEPAD by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature capable of destroying the functionality of a computer resource. You shall not inject content or code or otherwise alter or interfere with the way any TRUEPAD page is rendered or displayed in a User's browser or device or interfere with the way any User chooses to render or display his TRUEPAD page;

33. You agree that you shall not share, host, display, upload, modify, publish, transmit, update any information that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with the 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;
34. You shall not conduct any systematic or automated data collection activities (including scraping, data mining, data extraction, data harvesting, 'framing' (iframes), article 'spinning') on or in relation to TRUEPAD;
35. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of TRUEPAD or any content, or in any way reproduce or circumvent the navigational structure or presentation of the TRUEPAD or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through TRUEPAD;
36. You shall not attempt to gain unauthorized access to any portion or feature of TRUEPAD, or any other systems or networks connected to TRUEPAD or to any server, computer, network, or to any of the services offered on or through TRUEPAD, by hacking, "password mining" or any other illegitimate means;
37. You shall not probe, scan or test the vulnerability of the TRUEPAD or any network connected to the TRUEPAD nor breach the security or authentication measures on the TRUEPAD or any network connected to the TRUEPAD. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to the TRUEPAD, including any account on TRUEPAD not owned by you, to its source, or exploit TRUEPAD or any service or information made available or offered by or through TRUEPAD, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by TRUEPAD;
38. It is possible that other Users (including unauthorized Users or 'hackers') may post or transmit offensive or obscene materials on TRUEPAD and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of TRUEPAD, and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using TRUEPAD you acknowledge and agree that we are not responsible for the use of any personal information that you publicly disclose or share with others on TRUEPAD. Please carefully select the type of information that you publicly disclose or share with others on TRUEPAD;

39. TRUEPAD reserves the right, but has no obligation, to monitor the materials posted on TRUEPAD;
40. You shall not create accounts with TRUEPAD through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper;
41. You understand that when using TRUEPAD, you may be exposed to Content from a variety of sources, and that TRUEPAD shall not be responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content;
42. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you hereby do waive, any legal or equitable rights or remedies you have or may have against TRUEPAD thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless TRUEPAD, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of TRUEPAD;
43. You are solely responsible for your interaction with other Users of TRUEPAD, whether online or offline.

PRIVACY AND DATA PROTECTION

When you use TRUEPAD, some personal information is collected from and about you. We are committed to protecting the security of this information and safeguarding your privacy. This privacy policy sets out the details of the personal information collected, the manner in which it collected, by whom as well as the purposes for which it is used. (“**Privacy Policy**”) At registration you accept the terms of this Privacy Policy and your use of the App signifies your continued acceptance thereof. This Privacy Policy may be revised from time to time and you will be notified of all such changes.

1. When you register on the App, the following information is collected from you and stored securely on a server managed by TRUEPAD – (i) name; (ii) phone number; (iii) email id (iv) IMEI (International Mobile Equipment Identity) number. This information will be stored on a leased Server, managed by the administration of TRUEPAD. This information does not qualify to be sensitive personal information as per the laws, rules and regulations in India. This information will thereafter be used to identify you in all subsequent App related transactions and will be associated with any data or information uploaded from the App to the Server. You give us permission to show your username, profile picture and information about your action (such as likes) or relationships (such as follows) in connection with your account;

2. The personal information collected from you at the time of registration under Clause 1 above, will be stored on the server and only be used for no other purpose apart from security purposes;
3. The App is equipped with standard security features to protect the confidentiality and security of your information. Data is encrypted in transit as well as at rest. Personal information provided at the time of registration is encrypted before being uploaded to the cloud where it is stored in a secure encrypted server. Personal information that is stored in the Apps of other registered Users that you come in contact with is securely encrypted and are incapable of being accessed by such user;
4. TRUEPAD shall not share details provided by the you while signing in with any other User, third party or authority unless legally bound to do so;
5. Upon inactivity of account as per clause 10 of Basic Terms all information collected from you under Clause 1 at the time of registration will be retained on the leased server of TRUEPAD for 180 days;
6. We may share your information with a parent company, any subsidiaries, joint ventures, or other companies under a common control (collectively, “**Affiliates**”), provided that we require our Affiliates to honour this Privacy Policy. As we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, personal data collected may be part of the transferred assets.
7. Upon your request, we will take reasonable steps to correct, amend, or delete your personal data that is found to be inaccurate, incomplete or processed in a manner non-compliant with this Privacy Policy or applicable law, except where the burden or expense of providing access would be disproportionate to the risks to your privacy, where the rights of persons other than you would be violated or where doing so is otherwise consistent with applicable law. Please note that while any amendments, corrections or deletions will be reflected in active User databases (as updated with a reasonable period of time), we may retain all personal data for backups, archiving, prevention of fraud and abuse, analytics, and satisfaction of other legal obligations we reasonably believe applicable as mentioned in clause 5 of this Privacy Policy;
8. As a TRUEPAD account holder you submit all Content to TRUEPAD, including videos, photos, text, audio and User comments. TRUEPAD does not guarantee any confidentiality and privacy with respect to any Content you submit;
9. TRUEPAD may also disclose that Content and metadata if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms of Use; (iii) respond to claims that any Content or metadata violates the rights of third-parties; or (iv) protect the rights, property, or personal safety of TRUEPAD, the services, its Users and the public;
10. Upon receiving actual knowledge or being notified by the government or its agency that any information, data or communication link residing in or connected to the resource

controlled by TRUEPAD is being used to commit an unlawful act TRUEPAD shall expeditiously remove or disable access to that material on that resource, though shall preserve such records for a period of 180 days or for such time the government or its agency may require. It shall provide all information as demanded and needed to government agencies or other investigative agencies pertaining to such information, data or communication.

ACCESS TO THE PLATFORM, ACCURACY AND SECURITY

1. We endeavour to make the TRUEPAD available 24/7. However, we do not represent that access to TRUEPAD will be uninterrupted, timely, error free, free of viruses or other harmful components or that such defects will be corrected;
2. We do not warrant that TRUEPAD will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of TRUEPAD or your obtaining any material from, or as a result of using TRUEPAD. We shall also not be liable for the actions of third parties;
3. We do not represent or warranty that the information available on TRUEPAD will be correct, accurate or otherwise reliable;
4. We reserve the right to suspend or withdraw access to TRUEPAD to you personally, or to all Users temporarily or permanently at any time without notice.

RELATIONSHIP WITH OPERATORS

1. TRUEPAD is not associated, affiliated, sponsored, endorsed or in any way linked to any operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an" Operator");
2. Your download, installation, access to or use of TRUEPAD is also bound by the terms and conditions of the Operator;
3. You and we acknowledge that these Terms of Use are concluded between you and us only, and not with an Operator, and we, not those Operators, are solely responsible for TRUEPAD and the content thereof to the extent specified in these Terms of Use;
4. We are solely responsible for providing any maintenance and support services with respect to TRUEPAD as required under applicable law.

COMMUNITY GUIDELINES

When you use TRUEPAD, you join a community of people from all over the world. The guidelines below help keep TRUEPAD fun and enjoyable for everyone. If you see content that you think violates these guidelines, use the flagging feature to submit it for review by TRUEPAD.

Please take these rules seriously. If TRUEPAD's creator's on- and/or off-platform behaviour harms our Users, community, employees or ecosystem, we may respond based on a number of factors including, but not limited to, the egregiousness of their actions and whether a pattern of harmful behaviour exists. Our response will range from suspending a creator's privileges to account termination.

Best practices for creators

Here are some rules that will help you understand our policies and steer clear of trouble.

TRUEPAD is not a home for glorifying violence or promoting hate. Graphic or controversial footage may be allowed if it's educational but it must be preceded by age-restrictions or a warning screen.

Context is very important for all videos, but it's particularly important when posting graphic content. Content that is educational, scientific, newsworthy, or a documentary may often contain graphic content. This type of content is allowed on TRUEPAD only if it includes context. Adding details and trigger warnings explaining your video or photo helps Users find and understand your content while making an informed personal choice to not watch them. It also helps the TRUEPAD team review your post if it gets flagged.

For example, a video posted by a citizen journalist capturing footage of protesters being beaten would likely be allowed if it includes relevant context. In this example, relevant information could be a list of tips at the beginning of the video on how to stay safe when at a protest. Or, a voice-over narration about the protest's history. The video should also have a clear title or description indicating what it is reporting on or documenting the content.

Appropriate Content

The TRUEPAD Community is built on trust. Content that intends to scam, mislead, spam, or defraud other users isn't allowed on TRUEPAD. These may be through spams, impersonation, links within your content or fake engagement.

We hope to protect viewers, creators, and especially minors and victims. Content showing nudity, sexual episodes, suicide, self-harm, hate speech, predatory behaviour, graphic violence, malicious attacks, harassment and cyber bullying, and content that promotes harmful or dangerous behaviour do not find any place on TRUEPAD.

Regulated goods

No Content selling firearms, explosives, ammunitions or instruments of such mass destruction shall be sold, advertised or promoted on TRUEPAD.

Creator influence on and off Truepad

As TRUEPAD creators, you remain responsible both on and off the platform. If we see that a creator's on- and/or off-platform behaviour harms our Users, community, employees or ecosystem, we may take action to protect the community.

Beyond the content you upload on TRUEPAD, here are some examples of on- and/or off-platform behaviour that we may consider to be inappropriate and force TRUEPAD to levy restrictions in addition to standard enforcement action:

1. Intending to cause malicious harm to others.
2. Participating in abuse or violence, demonstrating cruelty, or participating in fraudulent/deceptive behaviour leading to real world harm.

These restrictions include:

1. Termination of TRUEPAD account
2. Your videos, photos, posts may no longer be eligible to be recommended on TRUEPAD, and could lose benefits such as appearing on our home page, trending tab, or in watch next recommendations.

CONTENT AND CONDUCT

1. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit on TRUEPAD;
2. While retaining ownership, you license to TRUEPAD all patent, trademark, trade secret, copyright or other proprietary rights in and to such published Content pursuant to these Terms of Use. By submitting Content to TRUEPAD, you hereby grant TRUEPAD (and its successors' and affiliates') a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content, including without limitation for promoting and redistributing part or all of the service (and derivative works thereof) in any media format and through any media channels;
3. You also hereby grant each User of TRUEPAD a non-exclusive license to access your Content through TRUEPAD, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the service and under these Terms of Use;

4. The abovementioned licenses granted by you shall terminate upon removal or deletion of your content from the service or termination of your association with TRUEPAD;
5. You understand and agree, however, that TRUEPAD shall retain, but not display, distribute, or perform, server copies of your content that have been removed or deleted. The abovementioned licenses granted by you are perpetual and irrevocable;
6. You further agree that Content you submit to TRUEPAD shall not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant TRUEPAD all of the license rights granted herein;
7. You further agree that you shall not submit to TRUEPAD any Content or other material that is contrary to the TRUEPAD Community Guidelines, mentioned above, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations;
8. TRUEPAD does not endorse any Content submitted by any User or other licensor, or any opinion, recommendation, or advice expressed therein, and TRUEPAD expressly disclaims any and all liability in connection with Content;
9. TRUEPAD reserves the right to remove Content without prior notice when notified that such Content infringes on another's rights and health including but not limited to intellectual property rights, mental health etc. without accepting any liability of any kind for it;
10. TRUEPAD reserves the right to force forfeiture of any User id for any reason whatsoever;
11. TRUEPAD may remove, edit, block, and/or monitor Content or accounts containing Content that it determines in its sole discretion violating these Terms of Use.

INTELLECTUAL PROPERTY

1. We are either the owner of intellectual property rights or have the non-exclusive, worldwide, perpetual, irrevocable, royalty free, sub-licensable (through multiple tiers) right to exercise the intellectual property, on TRUEPAD, and of the material published on it;
2. You may print off a copy, and may download extracts, of any page(s), files or other content from TRUEPAD for your personal reference and you may draw the attention of others within your organisation to material available on TRUEPAD;

3. You acknowledge and agree that content contained in the services or information presented to you through the services on TRUEPAD may be protected by copyright, trademark, or patent law, or other proprietary rights and laws. Except as expressly authorized by TRUEPAD or its affiliates, you agree not to modify, distribute, copy, reproduce or create derivative works based on the proprietary portions of the services, in whole or in part;
4. You shall not reverse engineer, decompile, or disassemble the services of TRUEPAD or its underlying technologies, except to the extent the foregoing restriction is expressly prohibited by applicable law. Those portions of the services owned by TRUEPAD are the copyright of TRUEPAD. All rights reserved. You agree that all of TRUEPAD's trademarks, trade names, service marks, logos and service names are trademarks and are a property of TRUEPAD.

GENERAL CONDITIONS

1. TRUEPAD reserves the right to modify or terminate the service or access to service for any reason, without notice, at any time:
 - i. if any User Content provided during the registration process or thereafter proves to be inaccurate, not current or incomplete;
 - ii. if it is believed that your actions may cause legal liability for you, other Users or TRUEPAD;
 - iii. if you are found to be non-compliant with these Terms of Use.
 - iv. For any other reason that TRUEPAD deems reasonable.
2. You can deactivate (and not terminate/delete) your TRUEPAD account by logging in and filling the delete account form in the settings.
3. Upon termination as per clause 1 and deactivation as per clause 2 mentioned above, your photos, comments, likes, friendships, and all other data will no longer be accessible through your account (e.g., Users will not be able to navigate to your username and view your photos), but those may persist and appear within the service (e.g., if your Content has been reshared by others).
4. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.

5. TRUEPAD reserves the right to refuse access to the Service to anyone for any reason at any time.
6. Violation of these Terms of Use shall, at TRUEPAD's sole discretion, result in termination of your TRUEPAD account. Upon such violation, TRUEPAD shall also have the right to initiate legal action against you.
7. Upon Termination, you shall promptly destroy all copies of TRUEPAD data and other content in your possession or control. You further acknowledge and agree that TRUEPAD shall not be liable to you or any third party for any termination of your access to its services. Upon termination or deactivation, TRUEPAD retains the right to use any data collected from your use of TRUEPAD for internal analysis and archival purposes. In no event is TRUEPAD obligated to destroy any Content submitted by you, though any personal information collected as per the Privacy Policy shall be destroyed within 180 days of such termination or deactivation.
8. In the event you incur any damages, losses or injuries that arise out of TRUEPAD's acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any web site, service, property, product or other content owned or controlled by the TRUEPAD, and you will have no right to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any web site, property, product, service, or other content owned or controlled by the TRUEPAD.

JURISDICTION

1. You agree that TRUEPAD:
 - i. shall be deemed to be solely based in Janmanar, Gujarat, India; and
 - ii. shall be deemed a passive website that does not give rise to personal jurisdiction over TRUEPAD, either specific or general, in jurisdictions other than Jamnagar.
2. These Terms of Use shall be governed by the internal substantive laws of India. Any claim or dispute between you and TRUEPAD that arises in whole or in part from the service it renders shall be decided exclusively by a court of competent jurisdiction located in Jamnagar, Gujarat, India.
3. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.
4. No waiver of any term of these Terms of Use shall be deemed to further or continue

waiver of such term or any other term, and TRUEPAD's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

5. TRUEPAD reserves the right, but has no obligation, to monitor or get involved in disputes between you and other users.
6. No class-action lawsuit or arbitration shall be filed against TRUEPAD.
7. Neither you nor TRUEPAD shall participate in a class action or class-wide arbitration or suit for any claims covered by this agreement.
8. You agree to not participate in claims brought in by a private attorney or in any representative capacity, or consolidated claims involving another person's account, if TRUEPAD is a party to the proceeding.

WARRANTY/DISCLAIMER

You agree that your use of TRUEPAD shall be at your sole risk to the fullest extent permitted by law; TRUEPAD, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the services and your use thereof. TRUEPAD makes no warranties or representations about the accuracy or completeness of its content or the content of any sites linked to this site and assumes no liability or responsibility for any

1. errors, mistakes, or inaccuracies of content;
2. personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services;
3. any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
4. any interruption or cessation of transmission to or from our services;
5. any bugs, viruses, trojan horses, or the like which may be transmitted to or through our services by any third party, and/or any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the services.

TRUEPAD does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services or any hyperlinked services or featured in any banner or other advertising, and TRUEPAD will not be a party to or in any way be responsible for monitoring any transaction between you and third-parties. As with the usage

of any service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

LIMITATION OF LIABILITY

In no event shall TRUEPAD, its officers, directors, employees, or agents, be liable to you for any incidental, special, punitive, consequential, economic, exemplary, special, punitive, incidental or consequential losses or damages whatsoever resulting directly or indirectly from any:

1. service provided by TRUEPAD;
2. errors, mistakes, or inaccuracies of Content;
3. personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services;
4. unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
5. interruption or cessation of transmission, use or inability to use or performance of our services;
6. bugs, viruses, trojan horses, or the like, which may be transmitted to or through our services by any third party, and/or;
7. errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages the foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction;
8. action taken in connection with an investigation conducted by TRUEPAD or law enforcement authorities regarding your or any other party's use of the service;
9. action taken in connection with copyright or other intellectual property owners;
10. errors or omissions in the TRUEPAD's operation;
11. damage to any User's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage,

accuracy of results, or computer failure or malfunction, even if foreseeable or even if the TRUEPAD had been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort (including, without limitation, whether caused in whole or in part by negligence, acts of god, telecommunications failure, or theft or destruction of the service).

12. loss, damage or injury, including, without limitation, death or personal injury.

TRUEPAD shall not be liable for content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

ARBITRATION

You agree that all disputes between you and TRUEPAD (whether or not such dispute involves a third party) with regard to your relationship with TRUEPAD, including without limitation disputes related to these Terms of Use, your use of TRUEPAD's service, your or TRUEPAD's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents), violations of the API Terms and/or rights of privacy and/or publicity, will be resolved by amicable discussion within thirty (30) Working Days of the giving of the dispute notice by either of the disputed party.

If you and TRUEPAD are unable to resolve any dispute by amicable discussion within thirty (30) Working Days of the giving of the dispute notice by either, the party sending such notice may refer the dispute to arbitration by sending a written notice to the other (Arbitration Notice). All disputes between you and TRUEPAD shall be resolved under the Arbitration and Conciliation Act, 1996 and you hereby expressly waive trial by court. The governing language for the arbitration shall be English. The Arbitration shall be performed as per Indian laws. The seat and venue of arbitration shall be Jamnagar. The arbitration panel shall comprise of either one or three arbitrators. In case of a single arbitrator, he shall be appointed by mutual consent of both the parties. In case of three arbitrators, the parties shall each appoint one arbitrator, who in turn would mutually appoint a third arbitrator. The award in the arbitration will be final and binding. The fees for arbitration shall be borne by you.

INDEMNIFICATION

You (and any third party for whom you operate an account or activity on the Service) agree to defend (at TRUEPAD's request), indemnify and hold TRUEPAD harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arbitration, arising out of or in any way connected with any of the following (including as a result of your direct activities on TRUEPAD or those conducted on

your behalf):

1. your Content or your access to or use of TRUEPAD;
2. your breach or alleged breach of these Terms of Use;
3. your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
4. your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
5. any misrepresentation made by you.

You will cooperate as fully required by TRUEPAD in the defence of any claim. TRUEPAD reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of TRUEPAD.

TIME LIMITATION ON CLAIMS

You agree that any claim you may have arising out of or related to your relationship with TRUEPAD shall be filed within one year of cause of action.

ALTERATION OF TERMS OF USE

1. TRUEPAD reserves the right, in its sole discretion, to change these Terms of Use ("**Updated Terms**") from time to time. Unless TRUEPAD makes a change for legal or administrative reasons, TRUEPAD shall provide reasonable advance notice before the Updated Terms become effective. The Updated Terms will be effective as on the time of posting, or such later date as may be specified in the Updated Terms
2. You agree that TRUEPAD shall notify you of Updated Terms by posting them on the App, and that your use of the App after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) shall constitute your agreement to the Updated Terms. These Updated Terms shall replace any previous terms of use.

You understand and agree to these Terms of Use.

CONTACT US

Please contact us for any questions or comments regarding the Terms of Use and other policies governing TRUEPAD by e-mail trueepadincorporation@gmail.com.

Registered office at: 'Bhagwati Krupa' park colony, Jamnagar, Gujarat. - 361008

This document was last updated on _____.