**Jhalak Terms of Use**

Welcome to Jhalak.com and the Jhalak mobile device applications. Please read these terms of use carefully before using the services offered by Sudimna Enterprise Solutions, LLC. d/b/a jhalak.com ("Jhalak", "us", "we"). These terms of use set forth the terms and conditions of our relationship and for your use of the Jhalak.com website (the "Site") and the services, features, content, applications, mobile device applications, or apps offered by Jhalak (collectively, the "Services") to you (“you”, “your”, “buyer”, “seller” and “user”).

YOUR USE OF THIS SITE, SERVICES, AND ANY OR ALL OF THEIR FEATURES, IS EXPRESSLY CONDITIONED UPON YOUR UNCONDITIONAL ACCEPTANCE AND AGREEMENT AND COMPLIANCE WITH THESE TERMS OF USE. DO NOT USE THIS SITE, SERVICES, AND ANY OR ALL OF THEIR FEATURES IF YOU DO NOT UNCONDITIONALLY AGREE TO THESE TERMS OF USE. USE OF THIS THIS SITE, SERVICES, AND ANY OR ALL OF THEIR FEATURES, IN ANY FASHION, INCLUDING WITHOUT LIMITATION VIEWING OR USING ANY OR ALL OF ITS LISTINGS OR CONTENT SHALL BE DEEMED AS UNCONDITIONAL ACCEPTANCE AND AGREEMENT WITH THESE TERMS OF USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF THIS THIS SITE, SERVICES, AND ANY OR ALL OF THEIR FEATURES, IN ANY FASHION, INCLUDING WITHOUT LIMITATION VIEWING OR USING ANY OR ALL OF ITS LISTINGS OR CONTENT SHALL BE DEEMED AS AN ADMISSION THAT YOU HAVE READ THESE TERMS OF USE AND FULLY AND UNCONDITIONALLY UNDERSTAND AND AGREE TO THEM.

THESE TERMS OF USE APPLY TO YOU, WHETHER YOU ARE AN INDIVIDUAL OR AN ENTITY ACTING BY OR THROUGH YOU AS ITS AUTHORIZED REPRESENTATIVE, OR WHETHER YOU REPRESENT, ACT OR PURPORT TO REPRESENT OR ACT FOR OR ON BEHALF OF ANOTHER PERSON OR ENTITY, OR YOURSELF ALONE. THESE TERMS OF USE APPLY TO YOU IN WHATEVER CAPACITY IN WHICH YOU USE THIS SITE, INCLUDING BUT NOT LIMITED TO ESTATES, COMPANIES, OR INDIVIDUALS.

YOU REPRESENT AND WARRANT BY USING THIS SITE AND THE SERVICES THAT YOU ARE AT LEAST 18 YEARS OF AGE, ARE OF SOUND MIND, ARE LEGALLY COMPETENT TO ENTER INTO A LEGALLY BINDING AGREEMENT AND HAVE AUTHORITY TO BIND YOURSELF OR THE PERSON OR ENTITY YOU REPRESENT.

Currently, access to this Site, or Services and some of its features may be offered free of fees or charges. Accordingly, since there may be no monetary charge for access to this Site and use of the Services, your acceptance of, assent to, and agreement and compliance with, the Terms of Use shall serve as consideration for your use and access of the Site and the Services. Please be aware that Jhalak reserves the right to charge fees for access to the Site or any of content, features, or functionalities of the Site and/or the Services at any time in the future, including but not limited to fees charged for the posting of events, services, goods, and/or items.

### The Jhalak Site and Services (Local, Deals, Classifieds, Events, Entertainment and Media, Personal Profiles, and Promoted Events)

Jhalak is an internet platform that facilitates communication for the purposes of advertising and distributing information pertaining business listings, classified ads, event postings, entertainment listings, personal profiles, content and media postings, and local area information. You understand and agree that, as a result, Jhalak is not involved and does not participate in the various transactions between buyers and sellers, promoters, service providers, events posters and attendees, nor classifieds posters and responders.

1. You understand and agree that, consequently, Jhalak does not enter into any contracts between any users for any purchase or sale, nor does it actually become involved in the actual transfer of legal title in any items from one party to another.
2. You understand and agree that Jhalak does not review, screen, or vet any users of Jhalak or the content or information provided by users through the Site and/or Services. Jhalak does not review, screen, or vet the any listings or the identity or background of any user.
3. You understand and agree that Jhalak does not and cannot exert any control over the accuracy, legality, or fairness of any aspect of any items listed for sale though the Site and/or the Services, nor the authority of either the sellers or the buyers to enter into any purchase and sale transactions and that accordingly, Jhalak cannot provide any assurance or guarantee that any user will actually conclude any purchase or sale transaction.
4. You understand and agree that, since Jhalak is a platform, it cannot bear responsibility or liability for any materials or information (including without limitation, text, identities, images, content, listings, copy, personal or professional profiles, descriptions, prices) posted by any user, including you, on the Site and/or the Services.
5. While making use of Jhalak classifieds and other services such as event calendars, the discussion forums, personal or professional profiles, media uploading/downloading/sharing, comments and feedback and other services, among others, you will post in the appropriate category or area and you agree that your use of the Site shall be strictly governed by this Agreement including the policy for the posting or listing of your classified which shall not violate the prohibited and restricted items policy as set forth in this Agreement.
6. You further agree and understand that we do not endorse, market or promote any of the listings, personal or professional profiles, postings or information, nor do we at any point in time come into possession of or engage in the distribution of any of the goods and/or services, you have posted, listed or provided information about on our site.
7. While interacting with other users on our site, with respect to any listing, posting or information we strongly encourage you to exercise reasonable diligence as you would in traditional “in person” channels and use reasonable judgment and common sense before committing to or complete intended sale, purchase of any goods or services or exchange of information.
8. You understand that transactions are solely between classified or other posters (including posters of personal or professional profiles) and/or and the responder, and Jhalak does not review or confirm local deals or classifieds offered on the Service, or review or confirm any events posted on the calendar.
9. You agree that any dispute between you (as the buyer or seller of any item, engager of any party or person for personal or professional services, or poster of or attendee at an event) and another party with whom you interact as a result of or in connection with any local deal, classified or calendar event does not involve Jhalak, and you hereby release Jhalak from any claims, and agree to indemnify Jhalak from any claims, based on or resulting from your, or anyone else’s, acts or omissions in connection with personal or professional profiles, uploaded/downloaded/shared media, personal or professional services, local deals, classifieds or events. So, play nice and leave us out of your transactions.
10. Various laws and regulations in various jurisdictions regulate the types of goods and services bought, sold, or exchanged in those jurisdictions, as well as the manner in which they are bought, sold, or exchanged. If you post a classified, personal profile, media, or event on Jhalak, you are responsible for complying with such laws and regulations.
11. All classified advertising and events posted to the calendar are subject to these Terms of Use, in addition to, and not in limitation of, any other terms or conditions made available at the time the classified or event is posted.
12. You understand and agree that your use of the Site and/or Services with regard to posting any personal profiles, advertising or soliciting any personal professional services, adding/sharing/uploading/downloading any media or content is subject to these Terms of Use and that all provisions related to User Content (as such term is defined below) also apply.
13. You understand and agree that your use of the Site and/or the Services is at your own risk.
14. You also understand and agree that the Site and/or Services may include advertisements and that these advertisements are necessary for Jhalak to provide the Services.

**The Agreement between Jhalak and You**

1. You understand that by accessing or using the Site or Services, you are agreeing to comply with and be bound by the terms and conditions contained herein ("Terms of Use" or "Agreement"), which also incorporate Jhalak’ s Privacy Policy).
2. This Agreement constitutes the entire and only agreement between us and you.
3. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site and the Services, the content, products or services provided by or through the Site and the Services, and the subject matter of this Agreement.

***You are responsible for reviewing changes to this Agreement***

1. This Agreement applies to all users of the Site and the Services.
2. Jhalak may make changes to this Agreement from time to time without specifically notifying you.
3. Jhalak will post the latest Agreement on the Site and may post it on Jhalak’ s mobile device applications, but it is up to you to review it before using the Site or Services.
4. If you continue to use the Site or Services after any of these changes, your continued use will mean that you have accepted any changes to the Agreement.
5. In addition, some services offered through the Site and the Services may be subject to additional terms and conditions specified by Jhalak from time to time and your use of such services is subject to those additional terms and conditions, which are incorporated into this Agreement by this reference.

**Your Use of the Site and Services**

***Your registration and account security***

When you use the Site or the Services you may provide Jhalak certain registration and account information, which Jhalak will rely on to provide you its products and services. The following are your obligations when creating, registering, and maintaining the security and accuracy of your account:

1. You will register your account for your own use and not for the use of another person, alter ego, or other identity.
2. You will create only one account for yourself.
3. You will not assign or transfer your account to anyone without first getting Jhalak’ s written consent.
4. You will not provide false or misleading information when you register an account.
5. If Jhalak terminates or disables your account, you may not create another account without first getting Jhalak’ s written consent.
6. You will keep your contact and other information requested by Jhalak (such as age, address, etc.) accurate and up-to-date.
7. You will not share your password, let anyone other than you access your account, or do anything that might compromise the security of your account.
8. You will not knowingly post any false information in your personal or professional profiles as featured on the Site and/or Services.
9. If you select a username for your account, Jhalak reserves the right to remove or reclaim it for any reason, including that it is inappropriate in Jhalak’ s sole determination.

***Service Fees***

If you make a purchase or offer goods for sale or post classified ads or events through Jhalak’ s Site, you agree to be bound by the following terms in addition to other terms in these Terms of Use:

1. Jhalak does not charge any fees for you to set up an account.
2. By continuing to use the Site and Services, you agree to be bound by any current or future Jhalak service fees, which may change from time to time without notice to you.
3. In addition, Jhalak reserves the right to charge fees for any or all current or future features of the Site or the Services.
4. Some categories of classifieds require a fee, as specified when you place the classified.
5. Promoting an event may also require a fee.
6. All fees are non-refundable, even if we remove the classified or event.
7. Payment may made be by valid credit card or by another payment method allowed by Jhalak.
8. By making a purchase, you authorize Jhalak to bill your selected payment method.
9. All amounts are in US dollars, and any tax is additional.
10. You agree that payment for all applicable purchases and any taxes or additional charges that may be imposed by third parties are your sole responsibility.
11. You understand that your purchase may be final and non-refundable.

***Purchase and Sales***

1. You agree to ensure that at all times all credit card and payment information supplied by you is accurate and correct and kept updated with any third-party payment or service facility used by Jhalak and that you are fully authorized to use such credit card and payment information and PayPal (or account with any third-party payment or service facility used by Jhalak) for purposes of paying for any purchases.
2. In addition to the price of any item that you purchase through the Site or Services, sellers are solely responsible for the shipping costs necessary to transmit the purchased item to the buyer.
3. Upon receipt of the purchased goods, buyer is solely responsible for ensuring that the goods do not materially differ from the seller’s representations. In the event that buyer believes that the purchased goods were misrepresented by the seller, were not received, are damaged or defective, or if buyer has any other complaint regarding the purchased goods, buyer and seller agree to use good faith efforts to resolve the dispute.
4. You agree that you are solely responsible for your interactions (including any purchase and sale transactions) with any other user in connection with the Services, and Jhalak will have no liability or responsibility with respect thereto. While Jhalak reserves the right, it will not and has no obligation to, become involved in any way with disputes between you and any other user of the Services.
5. All sales are binding. The seller is obligated to ship the order to complete the transaction with the buyer in a prompt manner, unless there is an exceptional circumstance. If you do not complete a transaction, your account and all listings will be suspended and removed from the Site, and may be reinstated only in Jhalak’ s sole discretion.
6. The price stated in each item listing description must be an accurate representation of the sale. Sellers may not charge excessive shipping fees or otherwise avoid fees. You may not alter the item’s price after a sale for the purpose of avoiding Jhalak transaction fees (if any), misrepresent the item’s location, or use another merchant’s account without permission.

***Your Listings and Postings***

1. You hereby warrant that you have the full rights and legal authority necessary to sell any item you list for sale on the Site and/or the Services and to authorize Jhalak to photograph and display the photographs of each item on the Site and Services.
2. You understand and agree that any and all listings that you post or cause to be posted on the Site or Services must comply with any and all current Jhalak policies.
3. You understand and agree that each of your unique items for sale requires its own listing.
4. You understand and agree that your listings may only include writings, visuals, graphics and other materials that actually pertain to or describe the actual item for sale.
5. You understand and agree that you will not include nor present links to or make reference to any third party sales sites, sales venues, marketplaces, sales listings, or website sales links in any of your listings.
6. You understand and agree that buyers may review sellers and the products that they purchase, which may be positive or negative and which such reviews may be featured and accessible by third parties on the Site and/or Services. Numerous negative reviews and/or complaints may result in suspension or termination of a seller’s account.
7. You understand and agree that Jhalak reserves the right to remove a sale/listing or prevent a sale/listing from being listed if Jhalak determines, in its sole discretion, such Jhalak is not suitable for the Site and/or the Services.
8. You shall not list any so called "place holder" sales (i.e., sales listings without adequate and basic information that would reasonably enable a buyer to make an informed decision).

***Prohibited Item Policy***

To ensure a positive experience for all users, Jhalak prohibits the sale of certain items. Prohibited items include any item that is illegal to sell under any applicable law, statute, ordinance, or regulation. These items include, but are not limited to: alcoholic beverages and food containing alcohol; tobacco and tobacco-related products; live animals; parts of or products made from endangered animals; unauthorized copies of art, books, movies, music, or any other media or products that infringe on a third party’s trademark; products intended to descramble signals, jam communications, or circumvent or bypass copyright or other protections; motor vehicles; real estate; medical devices, medical drugs, and products that require a prescription or a medical professional’s supervision or direction for their use (including contact lenses); illegal drugs, narcotics, or controlled substances; drug paraphernalia; products that have passed their expiration or "use by" dates; products that are not sealed in original manufacturer's packaging; products that have been recalled by governments or manufacturers, or that present an unreasonable risk of harm; counterfeit coins, paper money or stamps; products that the United States Food and Drug Administration has determined present an unreasonable risk of injury or illness; products labeled as "tester" or "not intended for resale"; items containing explosives, toxins, radioactive material, or other potentially harmful chemicals; human body parts or fluids; illegal plants or seeds; and weapons of any kind.

Jhalak further prohibits the sale of the following items, which may not be illegal under the laws of all jurisdictions: pornography; products that promote, support, or glorify violence; and products that promote, support, or glorify hatred. Sellers must follow all applicable laws and regulations for the products they list. Examples of items which may be subject to regulation include Native American crafts. The list of prohibited items may be updated from time to time with or without notice to you, the user, and by continuing to use the Site or Services, you agree to refrain from selling or buying prohibited items.

If you see a classified or event that violates these Terms of Use or any applicable law, please contact [support@jhalak.com](mailto:support@patch.com). Remember: you can never be too careful with your money – or yourself. Watch out for scams, and take common sense precautions just as you would in any situation.

***Your personal information***

1. You understand and acknowledge that your use of the Site and Services is governed by the Privacy Policy, which is incorporated into this Agreement by this reference.
2. Jhalak will only use personal information in accordance with Jhalak’ s Privacy Policy.
3. You grant a worldwide, perpetual, royalty-free, irrevocable, and transferable license to Jhalak to display, reproduce, transmit, use, and/or store this information to the extent necessary to support the operation of the Site and Services.

***Jhalak may edit or modify anything on the Site or Services without notice***

Jhalak is committed to delivering a positive user experience and you understand that Jhalak reserves the right (but without undertaking any duty) to edit, monitor, review, delete, modify, or move any content or material provided or placed on or though the Site and the Services in its sole discretion, without notice.

***You are responsible for accepting updated versions of the Site and Services***

1. If Jhalak provides updated versions of the Site and/or the Services and you do not accept these updated versions, you may not enjoy the most recent content, feature sets, and materials.
2. If you do not accept updated versions of the Site and Services, Jhalak shall not bear any responsibility or liability for your decision.

***You agree to let us monitor your activity on Jhalak mobile device applications and the Site and Services***

1. Since Jhalak wants to continue to improve the Site and the Services for the benefit of you, the user, we may monitor your activity on Jhalak mobile device applications, as well as on the Site and Services.
2. By using any Jhalak mobile device application or the Site and Services you specifically agree to allow Jhalak to monitor you in this manner.
3. You understand, however, Jhalak cannot and does not make any warranties or guarantees that: (I) any Jhalak mobile device applications or the Site and Services, or any component thereof, will be made free from error or inaccuracy as a result of such monitoring or free from unauthorized and/or unacceptable use as a result of such monitoring; (ii) any statements or factual items presented by the Services will be free from error or authenticated; or (iii) Jhalak will take any action in the event of any non-compliance with these Terms of Use.

***You must be 18 or older to use the Jhalak Site or Services***

1. You understand that you may not use the Site or the Services where such use is prohibited.
2. You understand that the Site and the Services are intended solely for users who are eighteen (18) years of age or older and can legally form a binding agreement.
3. Any use of or access to the Site or the Services by anyone under 18 is unauthorized. If you are 13 or older but under 18, you must have your parent or legal guardian’s permission to use the Site or Services and to accept the Terms of Use.
4. You represent and warrant that you are 18 or older, or entering this Agreement on behalf of someone who is between the ages of 13 and 18, and that you agree to abide by all of the terms and conditions of this Agreement.
5. Jhalak does not knowingly collect information from individuals who are less than thirteen (13) years of age.

***It is your responsibility to make sure this Agreement and your use of the Site and Services complies with all laws applicable to you***

1. You understand that Jhalak may, in its sole discretion, refuse to offer the Site or the Services to any person or entity and change its eligibility criteria at any time.
2. You are solely responsible for ensuring that this Agreement complies with all laws, rules and regulations applicable to you.
3. You understand that your right to access the Site or Services will be revoked where this Agreement or use of the Site or the Services is prohibited and, if that is the case, you agree not to use or access the Site or the Services in any way.

***Jhalak may terminate your use of the Site and/or Services without reason or notice to you***

While Jhalak respects its users, you agree that Jhalak may terminate your use of the Site and/or the Services and prohibit you from accessing the Site and/or the Services, for any reason, or no reason, and with or without notice.

**Who Owns What and How You Can Use It**

***The copyright to all content on the Site and Services is owned by the provider of that content***

1. The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site and the Services (“Copyright Content”) are the property of Jhalak or its content suppliers and are protected under applicable copyrights, trademarks and other proprietary rights.
2. You may not copy, redistribute, use or publish any part of the Site or the Services, except as allowed by this Agreement.
3. You do not acquire ownership rights to any content, document or other materials viewed through the Site or the Services.

***You may not use trademarks appearing on the Site or Services in an infringing manner***

1. You agree that SUDIMNA ENTERPRISE SOLUTIONS, JHALAK, JHALAK.COM and other Jhalak graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of Jhalak or its affiliates (“Trademark Content”).
2. Jhalak trademarks and trade dress may not be used in connection with any product or service that is not Jhalak’ s, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Jhalak.
3. All other trademarks not owned by Jhalak or its affiliates that may appear on the Site or the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Jhalak or its affiliates.

***You may use the Jhalak Site and Services for limited purposes***

1. Jhalak grants you a limited license to access and make personal use of the Site and the Services.
2. Jhalak does not grant you the right to download (other than page caching) or modify the Site and the Services, or any portion of the Site and the Services.
3. You understand Jhalak does not grant you the right to: (a) resell or make commercial use (except as provided herein) of the Site and the Services or their contents; (b) make any derivative use of the Site and the Services or their contents; (c) download or copy account information for the benefit of a third party or merchant; or (d) use any data mining, robots, or similar data gathering and extraction tools.
4. You understand that the Site and the Services or any portion of Site and the Services may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose, other than as required for the limited commercial use granted herein.
5. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of Jhalak and our affiliates without express written consent.
6. You may not use any meta tags or any other "hidden text" utilizing Jhalak’ s name or trademarks without the express written consent of Jhalak. Any unauthorized use terminates the permission or license granted by Jhalak hereunder.
7. You may not engage in the copying, reproduction, publication, rearrangement, redistribution, modification, revision, alteration, or reverse engineering, of the Services.
8. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Jhalak or to the page representing your listing(s) on Jhalak so long as the link does not portray Jhalak, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter.
9. You may not use any Jhalak logo or other proprietary graphic or trademark as part of the link without express written permission.

***Some portions of the Services rely on Supported Platforms***

1. You acknowledge that the Site and Services interoperate with several third party sites and services, such as Twitter, Facebook, LinkedIn, Instagram, and/or Google, etc. (the “Supported Platform(s)”), and that some of the Services provided are highly dependent on the availability of such Supported Platforms. If at any time any Supported Platforms cease to make their programs available to Jhalak on reasonable terms, Jhalak may cease to provide such features to you without entitling you to refund, credit, or other compensation.
2. In order to use the features of the Services related to the Supported Platforms, you may be required to register for or log into such Supported Platforms on their respective websites. By enabling such Supported Platforms within the Site or Services, you are allowing Jhalak to pass your log-in information to these Supported Platforms for this purpose.

***You have the necessary rights to share content and materials should you choose to***

1. The Services permit you and other users to create, submit, share, post, copy, link, store and otherwise distribute certain information, images, photos, drawings, videos, icons, text and/or other content (“User Content”). You are responsible for your User Content, including without limitation its legality, reliability, and appropriateness.
2. You warrant that either: (a) your User Content is wholly original to you and you exclusively own the rights to your User Content, including the right to grant all of the rights and licenses in this Agreement; or (b) all parties whose materials are included in your User Content, or who contributed in any way, are depicted in, or have any rights to your User Content, have granted you permission to submit and license your User Content to Jhalak as set forth herein, with full knowledge that Jhalak may exploit it in any manner whatsoever. You make such warranties without Jhalak incurring any third-party obligations or liability arising out of its exercise of the rights thereto granted herein by you.
3. You grant to Jhalak the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty-free right and license to host, use, copy, distribute, reproduce, disclose, sell, re-sell, sub-license, display, perform, transmit, publish, broadcast, modify, make derivative works from, re-title, reformat, translate, archive, store, cache or otherwise exploit in any manner whatsoever, all or any portion of your User Content, for any purpose whatsoever, in any and all formats; on or through any and all media, software, formula or medium now known or hereafter known; and with any technology or devices now known or hereafter developed and to advertise, market and promote the same.
4. You further agree that Jhalak is free to use any ideas, concepts, know-how or techniques contained in any User Content you send to the Site or Jhalak, for any purposes whatsoever, including, without limitation, developing, producing, marketing and otherwise exploiting products and/or services using such User Content, and without remuneration of any kind.
5. You further perpetually and irrevocably grant Jhalak the unconditional right to use and exploit your name, persona and likeness included in any User Content.
6. You also grant to Jhalak the right to sub-license and authorize others to exercise any of the rights granted to Jhalak.
7. You authorize Jhalak to publish your User Content in a searchable format that may be accessed by users of the Site and the Internet, and you waive any rights of attribution and/or any so-called moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

***Jhalak’ s Copyright Policy***

Jhalak does not condone nor authorize activities on or through the Services that infringe copyright or intellectual property rights. We will delete any infringing User Content if properly notified that such User Content infringes on another’s intellectual property rights. If you are a copyright owner or an agent thereof and believe that any User Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of the material that you claim is infringing and where it is located on the Site or Services;
4. Identification of the URL or other specific location on the Site or Services where the material that you claim is infringing is located;
5. Your address, telephone number, and email address;
6. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
7. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

You can contact our Copyright Agent via email at [copyright@sudimna.com](mailto:copyright@sudimna.com) or by mail at Copyright Agent, c/o Sudimna Enterprise Solutions, LLC. 1255 Peachtree Parkway, Suite # 4104, Cumming, GA -30041.

Jhalak reserves the right to terminate your account or any user account that it determines to be a “repeat infringer." A repeat infringer is a user who has repeatedly been notified of infringing activity and/or has had User Content repeatedly removed from the Site or Services.

**What Laws and Rules You Are Responsible For Following**

***You promise to comply with this Agreement and any laws or regulations applicable to you***

1. You promise not to use the Site or the Services for any purpose that is prohibited by this Agreement.
2. You are responsible for all of your activity in connection with the Site and the Services.
3. You shall abide by all applicable local, state, national and international laws and regulations and, if you represent a business, any advertising, marketing, privacy, or other self-regulatory code(s) applicable to you.

***You agree to comply with Jhalak’ s conduct policies when using the Site or Services***

1. We do our best to keep the Site and the Services safe and operational, but we cannot guarantee it. We need your help to do that, which includes the following commitments:
   * You will not modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, republish, repurpose, or in any way exploit the Site or Services except as expressly authorized by Jhalak;
   * You will not take any action that imposes or may impose (as determined by Jhalak in its sole discretion) an unreasonable or disproportionately large load on Jhalak’ s (or its third-party providers') infrastructure;
   * You will not decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site or Services, except to the limited extent applicable laws specifically prohibit such restriction;
   * You will not interfere or attempt to interfere with the proper working of the Site and Services or any activities conducted on the Site and Services;
   * You will not bypass any measures Jhalak may use to prevent or restrict access to the Site and Services (or other accounts, computer systems or networks connected to the Site and Services);
   * You will not run any form of auto-responder or "spam" on the Site and Services;
   * You will not use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site;
   * You will not harvest or scrape any content or materials from the Site and Services;
   * You will not copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder;
   * You will not threaten, intimidate or harass another user;
   * You will not solicit passwords or personally identifying information (this includes, but is not limited to, someone else’s name, birth date, home address, IP address, credit card number, social security number, or other government-issued identification information) for commercial or unlawful purposes;
   * You will not upload, post, transmit, share, store or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
   * You will not upload, post, transmit, share, store or otherwise make available any content (such as a picture on a profile page) other than those of a personal nature that: (i) are of you, (ii) are taken by you, or (iii) are original content created by you;
   * You will not otherwise take any action in violation of Jhalak’ s guidelines and policies.
   * You will not threaten, intimidate, or harass another user or any parties on or through the Site or Services.
   * You will not solicit passwords or personally identifying information (this includes, but is not limited to, someone else’s name, birthdate, home address, IP address, social security number, or credit card number) for commercial or unlawful purposes.
   * You will not falsely represent your identity or impersonate a third party, nor will you falsify or mislead third parties regarding your affiliation with any entity.
   * You will not transmit or disseminate any "lobbying" or "electioneering" materials within the meaning of the United States Internal Revenue Code of 1986, as amended.
   * You are solely responsible for all Submissions from your account. “Submissions” means anything that a user transmits to the Site and/or the Services in the course of using the Site and/or the Services. You shall remain at all times solely responsible for the full functionality, accuracy, reliability, integrity, quality or validity of any statement or any other detail contained in the Submissions.
   * You will not use the Site and Services in any manner or transmit any Submission that: infringes (or results in the infringement of) Jhalak’ s or any third party’s intellectual property or other rights; is (or you reasonably believe to be) illegal, fraudulent, or unauthorized, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material; does not comply with all applicable laws, rules, or regulations, including obtaining all necessary permits, licenses, registrations, etc. In the case of any proposed or actual transaction, “applicable” refers to both your own location and to the location(s) of all other parties to the transaction, or; would cause Jhalak to be in violation of any law or regulation, or to infringe any right of any third party.
   * You will not transmit any Submission and will not use the Site and Services to post, store, transmit, offer, or solicit anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following: material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes, or items associated with such an entity); material that is racially or ethnically insensitive; material that is defamatory, harassing or threatening; pornography (including any obscene material, and anything depicting children in sexually suggestive situations whether or not depicting actual children) or material that may be harmful to a minor; any virus, worm, Trojan horse, or other harmful or disruptive component; or anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate.
   * You will not post or transmit any solicitation, request, or petition for any vote, political action, chain letter, pyramid scheme or arrangement, investment opportunity, or sale of security.

**Warnings**

***You use the Jhalak Site and Services at your own risk***

1. Jhalak has no obligation to review any content or material, including computer software, posted to or through the Site and the Services, and cannot therefore be responsible for such material or content.
2. By operating the Site and the Services, Jhalak does not represent or imply that it endorses any content or material there posted, or that it believes such material to be accurate, useful or non-harmful.
3. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
4. The Site or the Services may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors.
5. The Site or the Services may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated.
6. Jhalak disclaims any responsibility for any harm resulting from the use by visitors of the Site or the Services, or from viewing or downloading by those visitors of content posted on the Site or the Services.

***You are responsible for your own conduct***

1. You are solely responsible for your interactions with other users.
2. Jhalak shall not be liable for any damages whatsoever arising out of or relating to the conduct of you or anyone else in connection with the use of the Services, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other users or members of the Site or Services, or persons you meet through the Site or Services.

***Jhalak is not responsible for what happens outside of the Site and Services, including on websites the Site or Services links to or advertises***

1. Jhalak or its business partners may present advertisements or promotional materials via the Services. Such advertisements may be targeted to the User Content or information on the Site or Services, queries made through the Site or Services, or any other information.
2. Jhalak or its business partners may, in order to address your community, allow the Services to present and contain information on businesses, establishments, public services and other third parties, as well as news, feature stories, images, video, audio and other materials.
3. The Site or Services may provide you with other ways to access and use such information and materials.
4. You agree that you will not hold Jhalak liable for any inaccurate, incomplete, outdated or missing information provided on or through the Service.
5. Your dealings with, or participation in promotions of, any third-party advertisers via the Services are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion.
6. You agree that Jhalak is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties via the Services.
7. You understand the Site and the Services may contain (or you may receive from Jhalak, third parties or users) links to other web sites (“Third Party Sites”) or content posted, owned or originating from third parties such as, by way of example only, pictures, designs, photographs, graphics, text, sound, video, information, software, applications and any other content (“Third Party Content”).
8. You understand and agree that Jhalak is not responsible for, and does not control, Third Party Sites and Third Party Content. You also understand and agree that Jhalak 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 Third Party Sites and Third Party Content.
9. You acknowledge and agree that Jhalak 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 the use of, or reliance upon, any such content, goods or services available on or through any such Third Party Site or Third Party Content.
10. The Site and Services may also, from time to time, access Third Party Content by accessing third party Application Programing Interfaces (“APIs”) within the Site and Services. You understand and agree that the Site and Services are not endorsed, certified or otherwise approved in any way by the third party providing such API and the provider of the API is not responsible for the Site and Services. Notwithstanding any license provided under these Terms (including the end user license granted under these Terms), (i) any such third party API is provided “as-is,” without any warranties and all implied warranties, including the implied warranties of merchantability, fitness for a  particular purpose and non-infringement, are expressly disclaimed; (ii) you may not modify or create derivative works based on any part of any such third party API; (iii) you may not decompile, reverse-engineer, disassemble, and/or otherwise reduce any such third party API to source code or other human-perceivable form, to the full extent allowed by law; (iv) ownership of any such third party API and any services related to any such third party API remain with the owner of the API; and (v) the provider of any third-party API used in connection with the Site and Services disclaims any and all liability on the part of the third-party API provider for any interruption in its services as accessed via the Site and Services.

***Information and press releases may not be updated***

The Site and the Services contain information and press releases about us. While this information was believed to be accurate as of the date prepared, we disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press releases or otherwise, should not be relied upon as being provided or endorsed by us.

**Legal Conditions**

***Jhalak’ s liability is limited***

1. Jhalak is not responsible for any Third Party Sites, Third Party Content, Supported Platforms, or any other content posted on the Site or the Services, whether posted or caused by users of the Site or the Services, Jhalak, third parties or by any of the equipment or programming associated with or utilized in the Site or the Services.
2. Jhalak is not responsible for the conduct, whether online or offline, of any user of the Site or the Services.
3. Jhalak assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications.
4. You understand that it is your duty to confirm and verify any information provided on or through the Site and Services, and that you bear the sole risk of relying on any such information, including but not limited to content, third-party content, links, or listings.
5. Jhalak is not responsible for any problems or technical malfunction of any telephone network or lines, cellular data provider or network, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Services or Site, including injury or damage to users or to any other person's computer, and/or mobile device.
6. Neither Jhalak nor any of its affiliates, advertisers, promoters or distribution partners shall be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Site or the Services, anyone’s use of items or services purchased via the Site or Services, any content posted on the Site or the Services or transmitted to users, or any interactions between users of the Site or the Services, whether online or offline.

WE TRY TO KEEP THE SITE AND SERVICES UP, BUG-FREE, AND SAFE, BUT YOU USE THEM AT YOUR OWN RISK. THE INFORMATION FROM OR THROUGH THE SITE AND THE SERVICES IS PROVIDED "AS IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED. THE INFORMATION, SITE AND THE SERVICES MAY CONTAIN VIRUSES, BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. IN NO EVENT WILL JHALAK OR ITS DIRECTORS, EMPLOYEES OR AGENTS HAVE ANY LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE, OR THE SITE. WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US THROUGH THE SITE/SERVICE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

YOU ACKNOWLEDGE THAT EVENTBRITE HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF EVENTS ADVERTISED, THE TRUTH OR ACCURACY OF ANY USERS’ (INCLUDING ATTENDEES’, OTHER NON-ORGANIZERS’ AND ORGANIZERS’) CONTENT OR LISTINGS OR THE ABILITY OF ANY USER (INCLUDING ATTENDEES AND ORGANIZERS) TO PERFORM OR ACTUALLY COMPLETE A TRANSACTION AND EVENTBRITE IS NOT AFFILIATED WITH, AND HAS NO AGENCY OR EMPLOYMENT RELATIONSHIP WITH, ANY THIRD PARTY SERVICE PROVIDER USED IN CONJUNCTION WITH THE SERVICES, AND EVENTBRITE HAS NO RESPONSIBILITY FOR, AND HEREBY DISCLAIMS ALL LIABILITY ARISING FROM, THE ACTS OR OMISSIONS OF ANY SUCH THIRD PARTIES.

JHALAK DOES NOT CONTROL THE INFORMATION PROVIDED BY THIRD PARTIES OR SUPPORTED PLATFORMS ON THE SITE OR SERVICES, AND THEREFORE SHALL NOT BE RESPONSIBLE FOR YOUR RELIANCE ON ANY INFORMATION OR STATEMENTS MADE ON OR THROUGH THE SITE OR SERVICES. THIS INCLUDES, BUT IS NOT LIMITED TO STATEMENTS MADE BY (1) USERS RELATED TO ANY PRODUCTS AVAILABLE THROUGH THE SITE AND/OR SERVICES; ALLEGED PROMISES RELATED TO THE ALLOCATION OF FUNDS; AND/OR ANY TIMELINES, AND (2) ANY THIRD PARTY STATEMENTS, INCLUDING THOSE OF OTHER USERS.

FURTHERMORE, YOU ARE SOLELY RESPONSIBLE FOR THE INFORMATION THAT YOU PROVIDE ON THE SITE AND SERVICES, INCLUDING BUT NOT LIMITED TO PICTURES, DESCRIPTIONS, VIDEOS, WARRANTIES, GUARANTEES, SOUNDS, GRAPHICS, MUSIC, SOFTWARE OR ANY OTHER INFORMATION YOU PROVIDE IN THE SALE OR OFFERING OF ANY PRODUCTS.

JHALAK SHALL NOT BE LIABLE FOR ANY TRANSACTIONS MADE BETWEEN YOU AND ANY THIRD PARTY, INCLUDING ANY PURCHASE YOU MAKE THROUGH THE SITE OR SERVICES, AND YOU AGREE THAT ANY SUCH TRANSACTION IS EXPRESSLY BETWEEN YOU AND THE THIRD PARTY; YOU THEREFORE RELEASE JHALAK AND ITS OFFICERS, EMPLOYEES, AFFILIATES, MEMBERS, MANAGERS, AND SUBSIDIARIES, FROM ANY AND ALL CLAIMS, DEMANDS, AND DISPUTES.

JHALAK SHALL NOT BE LIABLE FOR ANY DELAY OR NONPERFORMANCE OF THESE TERMS OF USE, OR ANY TERM OR PROVISION HEREOF IN WHOLE OR IN PART, CAUSED BY FORCES OR FACTORS BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, STRIKES, LOCKOUTS, LABOR DISPUTES OR DISTURBANCES, RIOTS, AUTHORITY OF LAW, ACTS OF GOD, SEVERE WEATHER, COMPUTER HARDWARE OR SOFTWARE PROBLEMS OF ANY KIND OR ANY OTHER CAUSE.

JHALAK’S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES, IF ANY, PAID BY YOU TO US FOR THE SERVICES AND USE OF THE SITE, BUT IN NO CASE WILL OUR LIABILITY TO YOU SHALL EXCEED $5. YOU AGREE THAT DISPUTES BETWEEN YOU AND JHALAK WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO US FOR THE SITE AND THE SERVICES, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM US, REGARDLESS OF THE CAUSE OF ACTION. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR".

***You agree to indemnify Jhalak***

You agree to indemnify, defend, and hold harmless Jhalak, its contractors, licensors, subsidiaries and affiliates and their respective partners, directors, officers, members, managers, employees and agents from and against any and all claims and expenses, including any and all losses, costs, liabilities, and attorneys' fees, arising out of or in connection with: (1) your use of the Site and Services, (2) any User Content, Third Party Content, Third Party Sites and any other content, (3) your violation of this Agreement, or of any law or the rights of any third party, and (4) your breach of this Agreement and/or any breach of your representations and warranties set forth herein.

***Territorial Restrictions***

The information and or features provided within the Site and Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Jhalak to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of our Site and Services or any portion of the Site and Services, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities or features of any content, product, service or other feature that we provide.

Services provided by Jhalak may be subject to United States export controls. Thus, no software from the Site and Services may be downloaded, exported or re-exported: (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software or applications related to the Site and Services, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

***You agree that Georgia law applies to this Agreement***

Subject to the arbitration clauses included below, if there is any dispute arising out of the Site and the Services, by using the Site, you expressly agree that any such dispute shall be governed by the laws of the State of Georgia, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Georgia, for the resolution of any such dispute.

***Your general representation and warranty***

1. You represent and warrant that:
   * You will use the Site and Services in accordance with the Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside)
   * You will use the Site and the Services so as not to infringe or misappropriate the intellectual property rights of any third party.

***Other Terms***

1. You and Jhalak agree that any cause of action arising out of or related to the Site or the Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.
2. You agree that, except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (”JAMS”) by arbitrators appointed in accordance with such rules. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
3. You agree any arbitration shall take place in Georgia in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.
4. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect.
5. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.
6. Jhalak may assign its rights under this Agreement without condition.
7. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.