



TERMS OF USE

(www.promooters.com or the Promooters Platform)

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING OR AVAILING SERVICES ON THIS PLATFORM. MOVING PAST THE HOME PAGE OR USING ANY OF THE SERVICES SHALL BE TAKEN TO MEAN THAT YOU HAVE READ AND AGREED TO ALL OF THE POLICIES, WHICH CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE WEBSITE. THESE TERMS ARE TO BE READ ALONG WITH THE PRIVACY POLICY AND ANY OTHER POLICIES ON THE WEBSITE

IF YOU DO NOT AGREE WITH THE TERMS OF USE, PLEASE DO NOT ACCESS THIS PLATFORM FOR ANY SERVICES.

The headings of each section in this Agreement are only for the purpose of organising the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained under them in any manner. Further, the headings have no legal or contractual value.

We hold the sole right to modify the Terms of Use without prior permission from You or providing notice to You. Your usage of the platform Obliges You to periodically check the Terms of Use and stay updated on its requirements. If You continue to use the Website or avail any of its services without registration following such change, it shall be as You consenting to the amended policies.

I. INTRODUCTION

- www.promooters.com / the Platform (hereinafter referred to as "**The Platform**", "**Website**" or "**Platform**", which term includes the website, sub-domains of the website, software, mobile application(s) or any other medium through which The Platform may provide its services)

- The Platform is an internet based technology platform that provides a platform for the hosting and conducting of virtual / on-line moot court competitions. The Platform requires participants to register on its Platform in order to participate in moot court competitions, which may be organized by the Owner or by its business partners, affiliates or third parties. The Platform acts as a facilitator for online or virtual moot court competitions offering a one-stop solution to participants and organizers for conducting such competitions in a transparent, simple and efficient manner.
- For the purpose of these Terms of Use, wherever the context so requires, “**you**” or “**User**” shall mean any natural or legal person who has agreed to use the Platform, whether registered or not, including Users whose accounts will expire and / or stand expired. The term “**Organizer**” shall mean any natural or legal person that has availed of the Platform to organize and conduct a virtual moot court competition, including the Owner. The terms “**we**”, “**us**”, “**our**” shall mean the Platform and / or Owner as the context may so require but does not include an third party Organizer;
- This document is an electronic record under the provisions of the Information Technology Act, 2000 and relevant Rules framed there under (as applicable or amended from time to time). This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and User agreement for access or usages of the website.
- These Terms of Use, together with the Privacy Policy and any other terms specifically referred to in any of those documents, constitute a legally binding agreement (the “**Agreement**”) between you and the Platform in relation to your use of the Platform.
- Acceptance of these terms is a prerequisite for using the Platform for any purpose, including accessing information regarding any virtual moot court competition being conducted on the Platform. By virtue of using and / or registering on the Platform or Website, it is deemed that you accept all and any of the terms and conditions specified in the Agreement. The Agreement constitutes the entire agreement between you and The Platform and governs your use of the Platform’s Services.

II. Scope of Service

- The Platform provides infrastructure and support for conducting virtual moot court competitions. The Owner may organize such virtual moot court competitions or may permit third parties to host and conduct such competitions through the Platform (such third parties are hereinafter referred to as **“Organizers”**).
 - The Platform allows Users to participate and compete in virtual moot court competitions, provides performance analysis and rankings based on the User’s participation and performance in such competitions that are conducted on the Platform.
 - The Platform allows Users to register for virtual moot court competitions being conducted on the Platform, to submit or upload their written memorials or written submissions for the competitions through the Platform and also connects participants and judges for virtual hearings and judging oral submissions of the participants.
 - Unless a particular virtual moot court competition is being organized by the Owner, the Platform is not responsible for any rules or regulations of such competition which shall be prescribed by the Organizers and in such cases, The Platform shall only act as a medium for facilitation and conducting the competition online.
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III. Registration With The Platform

- In order to use our services and to participate in any competitions held on the Platform, you will need to register yourself on the Platform by creating an account.
- Registration with the Platform is currently free, however in order to become a registered User you will have to provide some basic personal information, such as your name, contact number, e-mail address, college / university in which you are studying or place of employment as the case may be, etc. You will also be required to submit your student id card (if applicable) and government id proof in order to register with the Platform.
- You also have the option of linking your social media accounts, such as Your Facebook or Google account to create your Promoter account. If you choose to link your social media account with your Promoter account, we collect basic information about you from those social media platforms, such as : name, age,

gender, location and e-mail address. Information collected about you is subject to the Privacy Policy of the Platform, which may be read as part and parcel of these Terms of Use.

- You agree and undertake that all information supplied on registration is true and accurate and will be kept up to date at all times. We will use the information provided to us to contact you and to provide you our services. In case of any subsequent change in any of the details provided to us at the time of registration, you are solely responsible to update such information or intimate the Platform of such change.
- You may not have more than one registration and we reserve the right at our discretion to delete or cancel the membership of any person who in our opinion possesses more than one registration at any time.
- You are not entitled to allow any other person to use your registration. You may not impersonate any other person in any registration whether or not that other person is a user of the Platform.
- You may cancel your registration at any time by sending us an e-mail at contact@promooters.com. Upon receipt of such an e-mail requesting to cancel your registration, the Platform shall cancel your registration within 7 (seven) working days and delete your sensitive personal information, if any, from our servers. However, upon such cancellation, you will no longer be able to use or utilize any service of the Platform. This SLA will be tried to adhered to but we cannot be held liable for breach.
- We reserve the right to terminate your registration immediately without prior notice in the following circumstances :
 - i. If, in our opinion, you have breached any of the terms of these Terms of Use.
 - ii. If, in our opinion, you are not utilizing the Platform for your personal use or if you are mis-utilizing the Platform for commercial gain.
 - iii. If we receive more than three complaints against you from other Users or from Organizers in respect of your behaviour or conduct while using the Platform.
 - iv. If you attempt to hack, unauthorizedly access, manipulate, reverse engineer or in any way attempt to affect the integrity of the Platform

- In the event that you are informed that you will no longer be entitled to access the services you will not be entitled to register again and you will no longer have permission to use the Platform.
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IV. Use and Abuse of the Platform

- You acknowledge that Users have been granted a limited license to access and make personal use of the Platform for non-commercial purposes.
- You may not use the site to publish any offensive, inaccurate, misleading, defamatory, fraudulent, or illegal information or content.
- We reserve the right at our discretion to remove any content from the site, terminate your registration or membership and restrict your access to our services at any time for any reason.
- You are not entitled to use any data mining, robots, or similar data gathering and extraction tools to collect usernames, email addresses or any other data for the purposes of sending unsolicited email or for any other use. Making false bookings or attempting to impersonate a User will also amount to abuse of the Platform and strict action will be taken by The Platform in the event of any fraudulent behaviour by or on behalf of any User.
- In the event that you are found by us to have been sending unsolicited email to our Users or acting in a fraudulent manner, then we reserve the right to terminate without notice your use of the Platform without limiting any other rights and remedies we may have.
- By creating an account with us you confirm that:
 - i. all information and details provided by you to us (including on registration for an account) are true, accurate and up to date in all respects and at all times. You can update or correct your personal details at any time through the Platform;
 - ii. you will not do anything which may disrupt, damage, or impair the Service (or any part thereof), or prevent other users from using any part of the Service;
 - iii. you will not intercept or modify the communications between the Platform and our servers;

- iv. you will not deliberately exploit any bugs you may find in the Platform or website;
 - v. you will not use the Platform for any illegal, unethical or unlawful purpose;
 - vi. you will not distribute viruses or any other technologies in the Platform that may harm us or the interests of any other users of the Platform, or otherwise interfere with or disrupt our systems; and
 - vii. you will not provide or otherwise make available the Platform in whole or in part (including any object and source code and access to the Platform through your registered account), in any form to any person without prior written consent from us.
 - viii. You will not host, display, upload, modify, publish, transmit, update or share any information which:
 - a. belongs to another person and to which you do not have any right;
 - b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - c. harms minors in any way;
 - d. violates any law for the time being in force;
 - e. impersonates another person;
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V. Advertising, Commercial Use and Communications

- Users of the Platform are not entitled to advertise or solicit any goods or services of whatsoever nature to other Users.
- You are not entitled to resell or commercially exploit the Platform's contents other than content you have posted.
- You acknowledge that certain third party advertisements may be placed / made use of in the Platform. You acknowledge that such advertisements are placed by third parties and The Platform is not directly responsible for such advertisements or for any links contained therein.
- You acknowledge that the Platform may include links to other web sites or material which are beyond its control. We are not responsible for content on any site outside the Platform.
- You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must

not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

- You must not establish a link from any website that is not owned by you.
- Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.
- By displaying or uploading user-generated content on this site you expressly assign all copyright and other rights to such content to us (and you agree to waive all moral rights in relation to such content) for the avoidance of doubt we are permitted to use any user-generated content for any of our other business purposes, even following termination of your registration or membership.
- We do not screen user-generated content (including written submissions or memorials uploaded by Users through the Platform) or information provided to the Platform by Organizers and we cannot give any assurance as to its accuracy or completeness. Users of this Platform are expressly asked not to publish any defamatory, misleading or offensive content or any content which infringes any other persons intellectual property rights (eg. copyright). Any such content is contrary to our policy we do not accept liability in respect of such content, and the user responsible will be personally liable for any damages or other liability arising and you agree to indemnify us in relation to any liability we may suffer as a result of any such content.
- This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not systematically extract and/or re-utilise parts of the contents of the Site without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this Site without our express written consent.
- By using the Platform, it is deemed that you have consented to receiving calls, auto-dialed and/or pre-recorded message calls, e-mails and/or text messages, from Us at any time with the use of the telephone number and e-mail address that has been provided by you for the use of this Website. The user agrees to receive promotional communication and newsletters from The Platform and Organizers.

- Your consent to receive communications from the Platform or Organizers includes contacting you through information received through other parties. The use of this Website is also your consent to receive SMSs from Us at any time we deem fit. This consent to be contacted is for purposes that include and are not limited to clarification calls and marketing and promotional calls.
 - You may also be contacted by Organizers who are using the Platform for conducting any virtual moot court competitions as required by them for smooth coordination and conduction of their competition. Such contact will be made only in pursuance of such objectives, and no other calls will be made by Organizers.
 - The sharing of the information provided by you will be governed by the Privacy Policy and We will not give out such contact information of yours to third parties not connected with the Platform.
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VI. Intellectual Property, including Copyright and Trademark

- The Platform, Owner and Organizers expressly reserve all intellectual property rights in all text, programs, services, processes, technology, images, content and other materials which appear on the Platform. Access to or use of the Website does not confer and should not be considered as conferring upon anyone any license to the Platform's or any third party's intellectual property rights. All rights, including copyright, in and to the Website are owned by or licensed to the Owner. Any use of the Website or its contents, including copying or storing it or them in whole or part is prohibited without the express permission of the Owner.
- You may not modify, distribute or re-post anything on the Website for any purpose. The names and logos and all related product and service names, design marks and slogans are the trademarks/service marks of The Platform, its affiliates, its partners or its suppliers/service providers. All other marks are the property of their respective owners. No trademark or service mark license is granted in connection with the materials contained on the Website. Access to or use of the Website does not authorize anyone to use any name, logo or mark in any manner. References on the Website to any names, marks, products or services of third parties or hypertext links to third party Websites or information are provided solely as a convenience to you and do not in any way constitute or imply the Platform's endorsement, sponsorship or recommendation of the third party, the information, its services.

- The Platform is not responsible for the content of any third-party websites and does not make any representations regarding the content or accuracy of material on such websites. If you decide to access a link of any third-party websites, you do so entirely at your own risk and expense.
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VII. Privacy Policy

You are requested to go through the privacy policy of The Platform [attach link here] as the Privacy Policy shall be binding on you and The Platform. In the event you don't agree with the Privacy Policy, we request you not to use the Platform.

VIII. Disclaimer of warranties

- Your use of this Platform is at your own risk. This Platform is provided by the Owner on an "as is" and "as available" basis. To the full extent permissible by applicable law, the Platform disclaims all warranties, express or implied, including, but not limited to, implied warranties of accuracy, precision and correctness of information collected or provided by the Platform. The Platform/Owner is not responsible for any operational issue faced by the User due to any act or action of the Organizer or any third party.
- The Platform/Owner makes no representations or warranties of any kind, express or implied, as to the operation of the Platform or the information, Content, materials, or products on the Platform, including that:
 - i. This Platform and its services will meet your requirements.
 - ii. This Platform will be uninterrupted, timely, and secure or error free.
 - iii. The quality of any products, services, information or other material obtained by you through this Platform will meet your expectations, be reliable or accurate, and
 - iv. Errors in the software will be corrected within reasonable time.
- Your sole remedy for dissatisfaction with this Platform, site-related services and/or Content or information contained within the site is to stop using the site and/or its services.
- Any material downloaded or otherwise obtained through the use of this Platform is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the do.

- **Limitation Of Liability:**

- i. In no event shall the Platform be liable to any User on account of such User's use, misuse or reliance on the Platform for any damages whatsoever, including direct, special, punitive, indirect, consequential or incidental damages or damages for loss of profits, revenue, use, or data whether brought in warranty, contract, intellectual property infringement, tort (including negligence) or other theory, even if the Platform is aware of or has been advised of the possibility of such damage, arising out of or connected with the use (or inability to use) or performance of the Platform, the materials or the internet generally, or the use (or inability to use), reliance upon or performance of any material contained in or accessed from any platforms. The Platform does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product or process disclosed on the platforms or other material accessible from the platforms.
- ii. The User of the Platform assumes all responsibility and risk for the Use of this Platform and the internet generally. The foregoing limitations shall apply notwithstanding any failure of the essential purpose of any limited remedy and to the fullest extent permitted under applicable law. Some countries do not allow the exclusion or limitation of liability of consequential or incidental damages, so the above exclusions may not apply to all users; in such countries, liability is limited to the fullest extent permitted by law.
- iii. The Platform cannot authenticate or verify any of the data collected from any device owned or used by any User or may not be able to authenticate and verify data received from its business Partners or Organizers. The Platform shall bear no liability whatsoever for any misinformation or inaccurate information provided by any device owned or used by any User or by any business Partner of the Platform, whether or not such information is relied upon by the Platform and / or any user. The Platform shall not in any way be liable for any defect, flaw or deficiency in the device owned or used by any User or the data generated by such device or by any Partner of the Platform.

IX. Indemnity

- You agree to indemnify, defend and hold the Platform harmless from all claims, damages and expenses (including attorney's fees) made by any third party arising out of any content generated by you, your use of this Platform, your

connection to this Platform, your violation of this Agreement, our Terms of Use or our Privacy Policy, and the development, operation, maintenance, use and Contents of your website

- You hereby agree to indemnify, defend and hold harmless the Platform, its promoters, representatives, licensees, subsidiaries, successors, assigns and their respective office affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:
 - i. Any violation by you of these Terms of Use.
 - ii. Any activity related to your account, be it by you or by any other person accessing your account with or without your consent unless such activity was caused by the act or default of the Platform;
 - iii. Notwithstanding anything contrary contained elsewhere under this Terms of Use and without prejudice to other legal remedies available, the Platform shall be entitled to claim appropriate sum towards damages and compensation from you and other responsible parties in case of any loss of business, profit or reputation due to Fraud or misrepresentation by You.

X. Miscellaneous

- **Third Party Services:**

While using the Website / Platform, you may also be using the services of one or more third parties, such as wireless carrier or a mobile software provider. Your use of these third-party services may be subject to the separate policies, Conditions of Use, Service Terms and fees of these third parties.

You shall be solely responsible for your mode of accessing the Platform and such access may involve third party fees including airtime charges or internet service provider(s)' charges, etc., which shall be exclusively borne by you.

- **Change in terms of Use:**

This Platform reserves the right to update, change, modify, add or remove the terms, conditions and notices of the Agreement without any prior notice to you. It is your responsibility to periodically review the most current version of the Agreement as your continued use of this Platform signifies your acceptance of any changed terms. As long as you comply with these Terms & conditions, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Platform.

- **Monitoring of Materials Transmitted By You:**

Changes may be periodically incorporated into the Platform. The Platform may make improvements and/or changes in the products, services and/or programs described in the Platform without any prior notice. We are under no obligation to monitor the material hosted or published on or transmitted to the Platform. However, anyone using the Platform agrees that the Platform may monitor the Platform's contents periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the Platforms properly or to protect itself and its users. The Platform reserves the right to modify, reject or eliminate any material residing on or transmitted to its Platform that it, in its sole discretion, believes is unacceptable or in violation of the law or these Terms and Conditions.

- **Deletions from Service:**

The Platform may delete any materials or content at the request of the User or Organizer who submitted such material or content. The Platform reserves the right to delete (or to refuse to post to public forums) any material, information or content it deems detrimental to the system or is, or which may be, in the opinion of the Platform and/or Owner, defamatory, infringing or violate of applicable law. Materials submitted to the Website for publication may be edited for length, clarity and/or consistency with the Platform's editorial standards.

- **Notices:**

All notices, demands and other communications from you to the Platform must be in writing and will be deemed to have been given (a) if mailed by registered post (b) if delivered by courier, or (c) if sent by electronic mail, and such message is confirmed as received, in each case to the address or e-mail address specified below. contact@promooters.com

All notices sent to you by the Platform will be sent to the email address provided to us (as updated by you). By accepting these terms you give your consent to receive communications from us by email and you agree that all agreements, notices, disclosures and other communications that we provide to you by email satisfy any legal requirement that such communications be in writing.

- **Severability:**

Should one or more provisions of these Terms of Use be found to be unlawful, void or unenforceable, such provision(s) shall be deemed severable and will not affect the validity and/or enforceability of the remaining provisions of the Terms of Use, which will remain in full force and effect.

- **False Information:**

If at any point of time, the Platform finds that the information provided by you in your registration or web mail is false, the Platform reserves the right to terminate your account and remove all or any content previously posted by you. You hereby agree to: (a) provide true, accurate and complete information about yourself to the Platform; and (b) maintain and promptly update the details or information to keep it true, accurate, current and complete.

- **Dispute Resolution:**

- i. If any dispute, controversy or claim arises out of, or in relation to, or in connection with this Agreement or its termination or validity, the parties shall attempt to mutually resolve the same through mediation.
- ii. However, if the parties fail to resolve the above dispute within a period of 30 days, the same shall be referred to binding Arbitration under the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- iii. The arbitration shall be conducted by a sole arbitrator appointed by the Platform. The place of arbitration shall be Bangalore, India and the arbitral proceedings shall be conducted in English.
- iv. The award of the arbitrator shall be final, conclusive and binding upon the parties.

- **Entire Agreement:**

These Terms constitute the entire agreement between you and us with respect to the subject matter of these Terms and supersedes all prior written and all prior or contemporaneous oral communications regarding such subject matter. Accordingly, you should not rely on any representations or warranties that are not expressly set forth in these Terms.

If at any time you would like to contact us with your views about our terms of use, you can do so by emailing us at contact@promooters.com