

1. Introduction

1.1 These terms and conditions of use ('Terms of Use') pertain to the official website of the kobitaclub.com ('our', 'we', or 'us'), accessible via the address www.kobitaclub.com and its variations ('Website'). By utilizing or contributing to the Website, you ('user' or 'you') consent to these 'Terms of Use'. Specifically, attention is drawn to Clause 2 (Disclaimer and Limitation of Liability), Clause 3 (Copyright and Intellectual Property Rights), and Clause 4 (Contributing to our Website). You may print and retain a copy of these 'Terms of Use'.

1.2 Alongside these, Terms of Use, the 'About this page' and 'About this site' sections, and any web page-specific terms and conditions displayed on the Website periodically, constitute the entire agreement between you and us ('Agreement'). If you do not agree to be legally bound by this Agreement, you are free to please exit the Website immediately. Otherwise, your continued access and usage of the Website will imply acceptance of these 'Terms of Use'.

1.3 kobitaclub.com reserves the right to modify the 'Agreement' at any time and will highlight such changes in the 'About this site' section. Regularly reviewing these 'Terms of Use' is advised to stay informed of any amendments, as continued use of the 'Website' subsequent to changes constitutes legal binding to the revised terms.

2. Disclaimer and Limitation of Liability

2.1 kobitaclub.com endeavours to ensure the accuracy of all information on the Website. Should you discover any inaccuracies on the Website, please notify kobitaclub.com by sending an email to Web Services at kobitaclubofficial@gmail.com. We will promptly rectify any agreed-upon inaccuracies.

2.2 kobitaclub.com provides no warranty or guarantee regarding the Website's content. As the Website undergoes continuous development, its content may be in a constant process of development, maybe outdated, and subject to change without prior notice. Despite efforts to maintain accurate content, kobitaclub.com disclaims liability for the accuracy of all content at any given time.

2.3 kobitaclub.com strives for error- and virus-free computer infrastructure but does not warrant that any downloadable materials from the Website will be free from infection, viruses, or other potentially damaging code. You are responsible for implementing adequate procedures and virus checks to meet your specific data accuracy and security needs.

2.4 Neither kobitaclub.com nor its agents, employees, or sub-contractors shall be liable to you or any other party for any claim, loss, demand, or damages whatsoever, arising from or connected with the use of the Website or the information, content, or materials included on the Website, regardless of foreseeability or prior knowledge.

2.5 In no event shall kobitaclub.com or its agents, employees, or sub-contractors be liable to you for any indirect or consequential loss or damage, including but not limited to:

2.5.1 loss of actual or anticipated profits (including loss of profits on contracts);

2.5.2 loss of revenue;

2.5.3 loss of business;

2.5.4 loss of opportunity;

2.5.5 loss of anticipated savings;

2.5.6 loss of goodwill;

2.5.7 loss of reputation;

2.5.8 loss or damage to or corruption of data;

2.5.9 loss of use of money or otherwise, and whether or not advised of the possibility of such claim, loss, demand, or damages and arising in tort (including negligence), contract, or otherwise, to the fullest extent permitted by law.

2.6 The Website might provide hypertext links to other sites operated by other parties. By using such a link, you are leaving the Website. Under the circumstances, kobitaclub.com assumes no responsibility for, and provides no warranties, endorsements, guarantees, or representations regarding linked sites. kobitaclub.com is not liable for the privacy practices or the content of such websites, including those of our group entities, which may have their own tailored privacy policies for their respective business practices and educational sectors. Concerns regarding any external link should be directed to its website administrator or webmaster.

2.7 We act as a content accumulator (and not a physical publisher) of content provided by registered kobita club members, via the Website. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by members, including information providers or users, are those of the authors or distributors and not of us. We do not necessarily endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made on the Website.

2.8 The information on the Website is not intended to address your specific requirements. This information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in making (or refraining from making) any specific educational or other decisions. You should seek your own advice, make specific inquiries, and independently verify any information before relying upon it.

2.9 Any arrangement made with anyone named in or connected with the Website is at your sole risk.

2.10 Nothing in this Agreement excludes or limits kobitaclub.com's liability for:

- **2.10.1** death or personal injury caused by kobitaclub.com's negligence;
- **2.10.2** fraud or fraudulent misrepresentation;
- **2.10.3** the tort of deceit;
- **2.10.4** any other liability that may not be limited or excluded by law.

3. Copyright and Other Intellectual Property

3.1 The Website may contain copyright material, trade names and marks, and other proprietary information including, but not limited to, text, software, photos, and graphics. This Content is protected by copyright law, registered and unregistered trademarks, database rights, and other intellectual property rights.

3.2 kobitaclub.com, its licensors, or authorized contributors own the copyright, database right, and other intellectual property rights in the selection, coordination, arrangement, and enhancement of such Content, as well as in the original Content. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or exploit any of the Content, in whole or in part, except as provided in these Terms of Use.

3.3 You may download information from the Website for your personal use only. Except as expressly permitted under copyright law, no copying, redistribution, retransmission, publication, or commercial exploitation of downloaded material is permitted without our express permission or that of the copyright owner. If permitted copying, redistribution, or publication of copyright material occurs, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made. You acknowledge that downloading copyright material does not confer any ownership rights upon you.

4. Contributing to the Website

4.1 Where you elect or are invited to submit any contribution or material to the Website (including text, message board content, photographs, graphics, video, audio, or logos) ('Contribution') or otherwise consent to its use, by submitting or consenting to the Contribution, you grant kobitaclub.com a perpetual, royalty-free, non-exclusive license to use, reproduce, modify, adapt, publish, translate, create derivative works, distribute, perform, display, make available to the public, and exercise all copyright and publicity rights with respect to your Contribution worldwide. This license extends to incorporating your Contribution into other works in any media now known or developed in the future for the full term of any rights that may exist in your Contribution. If you do not wish to grant kobitaclub.com these rights, please refrain from submitting your Contribution to the Website. kobitaclub.com shall not be liable to you for any misuse of your Contribution by any third party distributed by us through the Website or for any infringement of intellectual property rights in any Contribution by any third party.

4.2 By submitting your Contribution to the Website, you warrant and represent that your Contribution:

- **4.2.1(a)** is your original work and does not breach or infringe any rights, including copyright or legality;
- **4.2.1(b)** is not defamatory, libelous, obscene, menacing, threatening, offensive, abusive, fraudulent, or criminal;
- **4.2.1(c)** does not contravene any relevant laws or encourage illegal activity;
- **4.2.1(d)** is not business-related;
- **4.2.1(e)** does not advertise or market anything;
- **4.2.1(f)** is not otherwise offensive;
- **4.2.2** You agree to abide by our message board rules of posting, displayed next to the message board;
- **4.2.3** You agree to indemnify and hold kobitaclub.com harmless for any legal fees, damages, or expenses incurred due to your breach of the above warranty;
- **4.2.4** You agree to waive any moral rights in your Contribution for submission and publication on the Website, to the fullest extent permitted by law.

4.3 We reserve the right to disclose your identity in response to a court order or legal threat.

4.4 If you notice any information on the Website breaching yours or anyone's rights, is illegal, defamatory, or should be removed, contact us immediately at kobitaclubofficial@gmail.com, and if agreed, we will endeavour to remove it promptly.

4.5 We reserve the right to remove any Contribution from the Website at any time without notice and shall not be liable for any resulting loss, liability, cost, or expense (direct or indirect) suffered by you due to such removal.

4.6 We reserve the right to edit, remove postings, delete, or employ electronic methods to block or filter any Contribution on the Website at our discretion, without obligation to do so.

4.7 You must indemnify us for any losses if you breach these Terms of Use or message board rules.

4.8 The Website is subject to libel laws, and you should avoid libellous, illegal, or copyright-infringing postings. We do not accept liability in this regard.

4.9 You must not misuse the Website by introducing viruses, trojans, worms, or other malicious material. Any such breach may be considered a criminal offense. We reserve the right to report breaches to the relevant authorities and may disclose your identity. We are not liable for losses or damage caused by such breaches.

4.10 We reserve the right to remove any link to a website operated by you without notice and shall not be liable for any resulting loss or expense.

5. Privacy and Data Protection

5.1 Your privacy rights are important to us. The following terms explain how we collect and use your information.

5.2 Data Protection

- **5.2.1** We hold personal data securely in accordance with the law. This includes data protection regulations governing personal data held on computers or in manual records.

5.3 Collection and Use of Personal Data

- **5.3.1** Personal data is not stored or captured without your prior knowledge and consent. If collected, you will be informed about the nature, purpose, and use of the information.
- **5.3.2** Any personal data you provide will be treated securely and held for as long as necessary for the purposes stated.

5.4 Cookies

- **5.4.1** The Website may use cookies for essential purposes, performance monitoring, or functionality. You can adjust your browser settings to refuse cookies, but this might limit website functionality.

5.5 Log Files

- **5.5.1** Website logs record requests received by the servers and are used for analysis.
- **5.5.2** Log entries include IP addresses, client type, URL requests, and cookie references. These logs are used to identify users where necessary for legal reasons or suspected breaches of the law or these Terms of Use.

6. Usernames and Passwords

- **6.1** You are responsible for all use of and protecting the confidentiality of your usernames and passwords. Sharing or transferring these to third parties is prohibited.

- **6.2** Notify us immediately of any unauthorized use or security breaches related to our Website.

7. Accessibility

- **7.1** The Website aims to treat all users equally regardless of various factors and is designed for accessibility.
- **7.2** Contact the Web Services Team for advice on making web content and services accessible.

8. General

- **8.1** This Agreement constitutes the entire agreement between you and us. You acknowledge that no warranty or representation other than contained in this Agreement was relied upon.
- **8.2** If any provision becomes illegal or unenforceable, it will be deleted without affecting the remaining terms.
- **8.3** Failure to exercise a right under this Agreement does not waive that right.
- **8.4** Send formal legal notices to us at the address provided in these Terms of Use.
- **8.5** Failure to enforce a right does not waive that right.
- **8.6** You may not assign or transfer your rights under this Agreement.
- **8.7** We reserve the right to bar Users from the Website and/or specific pages at our discretion.

9. Linking to the Website

- **9.1** You must not establish links from websites you do not own.
- **9.2** No framing of our Website content is permitted. We reserve the right to withdraw linking permission without notice.

10. Governing Law

- **10.1** This Agreement is governed by Indian law, with jurisdiction granted to Indian courts for any disputes. The place of performance shall be Kolkata.
- **10.2** We do not warrant that the Website or its information complies with laws other than those of India.

11. By signing this agreement both parties affirm that none them either charges and convicted of Crime.