

Terms of Use

These terms of use (**Terms**) constitute a legally binding agreement between you and Metastable Materials Private Limited (the “**Company**” or “**We**” or “**Us**”) regarding your use of the website, *i.e.*, www.metastable.in (“**Platform**”) offered by the Company, including but not limited to delivery of content via the Platform, any other mobile or internet connected device or otherwise.

By accessing the Platform or Service and/or by clicking “*I agree*”, you agree to be bound by these Terms.

“**User**” or “**You**” means any person who access or avail this Platform of the Company for the purpose of hosting, publishing, sharing, transacting, displaying or uploading information or views and includes other persons jointly participating in using the Platform. You hereby represent and warrant to the Company that you are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these Terms and that you agree to be bound by the following terms and conditions.

While individuals under the age of eighteen (18) years may use the Platform, they shall do so only with the involvement & guidance of their parents and/or legal guardians, under such parent / legal guardian’s registered account. You agree to register prior to uploading any content and / or comment and any other use of this Platform and provide your details including but not limited to complete name, age, email address, residential address, contact number.

Company may add to or change or update these Terms, from time to time entirely at its own discretion. You are responsible for checking these Terms periodically to remain in compliance with these Terms. Your use of a Platform after any amendment to the Terms shall constitute your acceptance of these Terms and you also agree to be bound by any such changes/revisions.

These Terms is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and the rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by the Information Technology Act, 2000. These Terms does not require any physical, electronic or digital signature.

Changes

We reserve the right to suspend / cancel, or discontinue any or all channels, products or service at any time without notice, or make modifications and alterations in any or all of the content, products and services contained on the Platform (if any) without prior notice.

Disclaimer

The information provided by Company on the Platform is for general informational purposes only. All information on the Platform is provided in good faith, and we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information on the Platform.

Under no circumstance shall we have any liability to you for any loss or damage of any kind incurred as a result of the use of the Platform or reliance on any information provided on the Platform. Your use of the Platform and your reliance on any information on the Platform is solely at your own risk.

Copyright and Trademarks

Unless otherwise stated, copyright and all intellectual property rights in all material presented on the Platform (including but not limited to text, audio, video or graphical images), trademarks and logos appearing on this Platform are the property of Company, its parent, affiliates and associates and are protected under applicable Indian laws. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of Company; or remove, conceal or obliterate any copyright or other proprietary notice or any credit-line or date-line on other mark or source identifier included on the Platform, including without limitation, the size, colour, location or style of all proprietary marks. Any infringement shall be vigorously defended and pursued to the fullest extent permitted by law.

Limited Permission

Company grants you permission to only access and make personal use of the Platform and you agree not to, directly or indirectly download or modify / alter / change / amend / vary / transform / revise / translate / copy / publish / distribute or otherwise disseminate any content on Platform, or any portion of it. However, you may print or download extracts from these pages for your personal / individual, non-commercial use only. You must not retain any copies of these pages saved to disk or to any other storage medium except for the purposes of using the same for subsequent viewing purposes or to print extracts for personal / individual use.

Company forbids you from any attempts to resell or put to commercial use any part of the Platform; any collection and use of any product listings, descriptions, or prices; any derivative use of the Platform or its contents; any downloading or copying of account information for the benefit of any other merchant; any renting, leasing, or otherwise transferring rights to the Platform / service; displaying the name, logo, trademark or other identifier of another person (except for you) in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the service on the Platform, or any data gathering or extraction tools; or any use of meta tags. You may not (whether directly or through the use of any software program) create a database in electronic or structured manual form by regularly or systematically downloading and storing all or any part of the pages from this Platform. No part of the Platform may be reproduced or transmitted to or stored in any other web Platform, nor may any of its pages or part thereof be disseminated in any electronic or non-electronic form, nor included in any public or private electronic retrieval system or service, without prior written permission of the Company.

No unlawful or prohibited use

As a condition of your use of the Platform, you will not use the Platform for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform in any manner that could damage, disable, overburden, or impair any of our servers, or the network(s) connected to any Platform's server, or interfere with any other party's use and enjoyment of any Platform. You shall not attempt to gain unauthorized access to Platform, other accounts, computer systems or to any of the services, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Platform.

Limitation of Liability

Under no circumstances shall Company /the Platform be held responsible or liable, in any way, for any content which in legal opinion is derogatory, threatening, defamatory, obscene or offensive or offends public sensibilities or morals and shall also not assume liability for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted or uploaded on the Platform, or any infringement of another's rights, including intellectual property rights. You specifically agree that Company is not responsible for any content sent using and/or included in Platform by any third party.

Termination of Account

Company reserves its right to (a) refuse Company's service, (b) restrict, suspend, or terminate your account (if any); (c) terminate this Agreement; (d) terminate or suspend your access to the Platform; (e) refuse, move or remove for any reason any Content that you submit on or through the Platform; (f) refuse, move, or remove any Content that is available on or through the Platform; (g) establish general practices and limits concerning use of the Platform at any time; and (h) remove or edit contents in its sole discretion with or without cause, and with or without any prior notice for any violation of the Terms of Use.

Disclaimer of Warranties and Liability

Company /the Platform disclaims all warranties, express or implied, statutory or otherwise, as to the Platform, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement are disclaimed and excluded.

Company and its affiliates and associates shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages (including, without limitation, damages for loss of business projects, damage to your computer system or damages for loss of profits, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Platform, with the delay or inability to use the Platform, or for any information, software, products, services and related graphics obtained through the Platform or otherwise arising out of the use of the Platform) arising in contract, tort or otherwise from the use of or inability to use the Platform, or any of its contents, or from any act or omissions a result of using the Platform or any such contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorised access to, alteration of, or use of information contained on the Platform. No representations, warranties or guarantees whatsoever are made by Company as to the (a) accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation; (b) that the Platform will be uninterrupted, timely, secure, or error-free; (c) the quality of any products, services, content, information, or other material purchased or obtained from the Platform will meet your expectations or requirements; or (d) any errors in the Platform will be corrected.

Advertising Material

Part of the Platform may contain advertising information or promotion material or other material submitted to the Platform by third parties. Responsibility for ensuring that material submitted for inclusion on Platform complies with applicable International and National law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than the Platform found on or through the Platform,

including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. Company will not be responsible or liable for any claim, error, omission, inaccuracy in advertising material or any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Company advertisers on the Platform. Company reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the Platform will be subject to these Terms.

Data Protection

Company may send information and offer products and services to you from time to time. For further details relating to our policy relating to such offer please refer to our Privacy Policy.

Notwithstanding the foregoing, Company reserves the right to disclose any information in response to / that it is required to be shared, disclosed or made made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to Company. Further, Company can and you authorize Platform / Company to disclose your name, street address, city, state, zip code, country, phone number, email, and company name to Intellectual Property right's owners, as we in our sole discretion believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

Relationship

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and Company and you shall have no authority to bind Company in any manner, whatsoever.

Force Majeure

Company shall have no liability to you for any interruption or delay, to access the Platform.

Indian Law

The Agreement shall be governed by the laws of India. The courts of law at Bengaluru, Karnataka shall have exclusive jurisdiction over any disputes arising under this agreement.

Entire Agreement

These Terms of Use (together with Privacy Policy) constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Limited time to bring your claim

You and Company agree that any cause of action arising out of or related to the Platform, only, must commence within one (1) year after the cause of action accrues otherwise, such cause of action will be permanently barred.

Acceptance Policy of Privacy

By using Platforms, you signify your acceptance of these Terms and Privacy Policy. If you do not agree or are not comfortable with any policy described in these Terms, your only remedy is to discontinue use of Platforms.

General Terms

Rights and obligations under the Terms of Use which by their nature should survive will remain in full effect after termination or expiration of the Terms.

Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement.

If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

Redressal Mechanism: Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to info@metastable.in.