

ACCEPTABLE USE POLICY (AUP)

(PROFITERA PRIVATE LIMITED – India & MOA Aligned)

1. Scope & Acceptance

This Acceptable Use Policy (“AUP”) governs the permitted and prohibited conduct of all users, members, participants, affiliates, and visitors accessing or using the platform, services, systems, digital infrastructure, or wallets operated by **PROFITERA PRIVATE LIMITED** (“Company”, “we”, “us”, “our”).

By accessing or using the platform in any manner, the user agrees to comply with this AUP, the Company’s Terms & Conditions, and all other applicable policies, as amended from time to time.

2. Permitted Use

Users may access and use the platform **only** for:

- Lawful business participation and platform-enabled activities
- Accessing authorised services, features, and tools expressly made available by the Company
- Activities permitted under the Company’s Terms & Conditions, Wallet Policy, and other platform policies
- Uses that comply with applicable laws, regulations, and statutory requirements in India

Any use outside the above scope shall be deemed unauthorised.

3. Prohibited Activities

Users shall **not**, directly or indirectly, engage in any activity that:

- Violates any applicable law, rule, regulation, or governmental order
- Involves fraud, misrepresentation, false disclosure, or deceptive practices
- Uses the platform for **investment solicitation, profit guarantees, income assurances, or financial promises** of any kind
- Creates, operates, or attempts to use duplicate, fake, proxy, or unauthorised accounts
- Engages in spamming, unsolicited communication, harassment, abusive conduct, or misleading outreach
- Uploads, transmits, or introduces malware, viruses, spyware, trojans, or harmful code
- Attempts to gain unauthorised access to systems, wallets, accounts, databases, or user data
- Infringes or violates intellectual property rights, proprietary rights, or confidentiality obligations
- Uses the platform in a manner that disrupts, interferes with, damages, or impairs platform operations, security, or integrity
- Circumvents or attempts to bypass platform safeguards, controls, or compliance mechanisms

4. Marketing & Promotion Rules

Users, promoters, or affiliates must:

- Make **accurate, authorised, and policy-compliant** representations only
- Refrain from misleading, exaggerated, false, or unauthorised promotional claims
- Clearly disclose that incentives, rewards, or earnings (if any) are **performance-based and not guaranteed**

The Company shall **not be responsible or liable** for unauthorised, misleading, or illegal representations made by users or third parties.

5. Monitoring & Enforcement

To ensure compliance with this AUP, the Company reserves the right to:

- Monitor, review, and audit platform activity
- Investigate suspected violations or irregular activity
- Suspend, restrict, limit, or terminate user accounts without prior notice
- Withhold settlements, revoke incentives, or freeze wallet balances in cases of misuse or violation

Such actions may be taken at the Company's sole discretion, subject to applicable law.

6. Consequences of Violation

Any violation of this AUP may result in one or more of the following actions, without prejudice to other rights:

- Temporary or permanent account suspension or termination
- Forfeiture or loss of wallet balances, incentives, or platform privileges
- Reporting to law enforcement or regulatory authorities where required
- Initiation of civil or criminal legal proceedings, where applicable

7. No Waiver

Failure by the Company to enforce any provision of this AUP shall not be construed as a waiver of its right to enforce the same at a later time.

8. Policy Updates

PROFITERA PRIVATE LIMITED reserves the right to amend, modify, or update this Acceptable Use Policy at any time.

All changes shall be effective immediately upon publication on the official platform.

9. Governing Law & Jurisdiction

This AUP shall be governed by and construed in accordance with the laws of India. All disputes arising out of or relating to this AUP shall be subject to the **exclusive jurisdiction of competent courts in India**.

Contact (Policy & Misuse Reporting Only)

 support@profitera.net