

# GENERAL TERMS OF SERVICE

*(PROFITERA PRIVATE LIMITED – India & MOA Aligned)*

## 1. Introduction & Acceptance

These General Terms of Service (“Terms”) govern access to and use of all services, features, systems, and the official website operated by **PROFITERA PRIVATE LIMITED** (“Company”, “we”, “us”, “our”).

By accessing, registering, or using any service offered by the Company, the user (“you”, “user”) agrees to be legally bound by these Terms, together with all applicable policies, guidelines, and notices published by the Company from time to time.

If you do not agree with these Terms, you must refrain from using the Company’s services.

## 2. Prohibited Websites, Activities & Associations

The following activities, platforms, or associations are **strictly prohibited** from participating in or associating with the Company:

- Websites, services, or activities promoting illegal conduct or criminal behaviour
- Content that encourages discrimination, hatred, abuse, or violence
- Platforms that provide instructions, facilitation, or guidance for unlawful acts
- Websites or systems using or promoting spam, unsolicited communications, malware, viruses, or malicious software
- Any activity deemed unlawful, deceptive, abusive, or non-compliant under applicable laws or Company policies

The Company reserves the absolute right to restrict, suspend, or terminate access, without prior notice, where such activities are identified.

### 3. Account Termination

Users may discontinue their association with the Company by providing written notice through authorised communication channels.

Upon termination, users agree to:

- Cease all use of the Company's services
- Remove all references to the Company, including branding, trademarks, and links, from their websites, promotional materials, or communications
- Comply with any post-termination obligations arising under these Terms or applicable policies

Termination shall not create any refund, compensation, or settlement entitlement unless expressly required by law.

### 4. Use of User Information

Users acknowledge and agree that information provided to the Company, including personal details, account information, and KYC or verification documentation, may be collected, processed, stored, and used for legitimate business, operational, security, and compliance purposes.

All such processing shall be conducted in accordance with:

- Applicable laws of India
- The Company's **Privacy Policy**
- Other applicable internal policies

### 5. Intellectual Property

All rights, title, and interest in and to the Company's:

- Name, trademarks, logos, and branding
- Website, software, databases, systems, and documentation
- Platform content, designs, and materials

remain the **exclusive property of PROFITERA PRIVATE LIMITED**.

No licence, ownership, or usage right is granted to users except as expressly authorised in writing by the Company.

## 6. Communications

By using the Company's services, users consent to receive:

- Service-related communications
- Operational notices and updates
- Security, compliance, or legal communications

Users may opt out of non-essential promotional communications where such option is provided. Mandatory service or compliance communications may continue where required by law or operational necessity.

## 7. Service Availability Disclaimer

All services are provided on an **“AS IS” and “AS AVAILABLE”** basis.

The Company:

- Does not guarantee uninterrupted, timely, secure, or error-free service
- Shall not be liable for service interruptions, delays, or technical issues

Except where expressly stated in a written and executed Service Level Agreement (if applicable).

## 8. Changes to Terms

The Company reserves the right to modify, amend, or update these Terms at any time.

Updated Terms shall be effective immediately upon publication on the official platform. Continued use of services after such updates constitutes acceptance of the revised Terms.

## 9. Copyright

All content available on the Company's official website and platform is protected under applicable copyright and intellectual property laws.

© **2025 PROFITERA PRIVATE LIMITED**. All rights reserved.

## 10. Acceptance of Terms

Access to and use of the Company's services is conditional upon acceptance of:

- These General Terms of Service
- Any additional terms governing specific services, features, or modules
- All applicable Company policies

## 11. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of India.  
All disputes shall be subject to the **exclusive jurisdiction of competent courts in India**.

### Contact (General Terms & Conditions Queries Only)

 [support@profitera.net](mailto:support@profitera.net)