

# WEBSITE TERMS OF USE

*(PROFITERA PRIVATE LIMITED – India)*

**Website:** <https://profitera.net>

**PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE.**

## 1. Acceptance of the Terms of Use

These Website Terms of Use (“Terms”) are entered into by and between you (“you”, “user”) and **PROFITERA PRIVATE LIMITED**, a company incorporated under the laws of India (“Company”, “we”, “us”, “our”).

These Terms govern your access to and use of the Company’s official website, including all related pages, applications, content, features, tools, and services made available through the website (“Website”).

By accessing, browsing, or using the Website, you agree to be legally bound by these Terms, together with the Company’s:

- Privacy Policy
- Cookie Policy
- KYC & Compliance Policy
- Any other applicable notices or policies published on the Website

If you do not agree to these Terms, you must immediately discontinue use of the Website.

## 2. Eligibility to Use the Website

The Website is intended only for users who:

- Are **at least 18 years of age**, and
- Are legally permitted to access and use such services under applicable laws of their jurisdiction

By using the Website, you represent and warrant that your access and use are lawful and compliant with all applicable laws.

### 3. Website Content & Intended Use

All content available on the Website is provided **for general informational purposes only**.

Nothing contained on the Website shall be construed as:

- Legal advice
- Financial advice
- Investment advice
- Professional or regulatory advice of any kind

The Website and all content are provided on an “**AS IS**” and “**AS AVAILABLE**” basis, without any representations or warranties.

### 4. Changes to the Website & Terms

The Company reserves the right to:

- Modify, update, suspend, restrict, or discontinue any part of the Website at any time, without prior notice
- Amend or update these Terms periodically

Continued use of the Website following publication of updated Terms constitutes acceptance of the revised Terms.

### 5. Intellectual Property & Trademarks

All rights, title, and interest in and to the Website, including but not limited to:

- Content, text, graphics, layouts, and design elements
- Logos, trademarks, and branding
- Software, code, databases, and documentation

are the **exclusive property of PROFITERA PRIVATE LIMITED** or its authorised licensors.

You may not copy, reproduce, distribute, modify, publish, transmit, or commercially exploit any Website content without prior written permission from the Company.

## **6. Prohibited Uses**

You agree not to:

- Violate any applicable law, regulation, or legal requirement
- Use the Website for unlawful, misleading, deceptive, or harmful purposes
- Upload, transmit, or distribute malware, viruses, spam, or malicious content
- Impersonate any person, entity, or falsely represent affiliation
- Interfere with, disrupt, or compromise the Website's functionality, security, or integrity

Violation of these Terms may result in immediate suspension or termination of access and may be reported to appropriate authorities where required.

## **7. Third-Party Links**

The Website may contain links to third-party websites or services for convenience or reference purposes.

The Company:

- Does not control such third-party websites
- Is not responsible for their content, policies, practices, or availability

Access to third-party websites is at your own risk.

## **8. Disclaimer of Warranties**

To the maximum extent permitted by law, the Company disclaims all warranties, whether express or implied, including but not limited to warranties regarding:

- Accuracy, completeness, or reliability of Website content
- Availability or uninterrupted operation of the Website
- Absence of errors, viruses, or security vulnerabilities

Your use of the Website is entirely at your own risk.

## 9. Limitation of Liability

To the maximum extent permitted under applicable law, **PROFITERA PRIVATE LIMITED** shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or related to:

- Use of or inability to use the Website
- Reliance on any content provided on the Website
- Errors, interruptions, or security incidents

## 10. Indemnification

You agree to indemnify, defend, and hold harmless **PROFITERA PRIVATE LIMITED**, its directors, officers, employees, and affiliates from and against any claims, liabilities, losses, damages, or expenses arising out of:

- Your violation of these Terms
- Your misuse of the Website
- Your violation of any applicable law or third-party rights

## 11. Governing Law & Jurisdiction

These Website Terms of Use 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**.

## 12. Contact Information

For questions or concerns relating to these Website Terms of Use, please contact:

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