

Terms and Conditions

SuperMoms Terms and Conditions

The terms and conditions mentioned here shall govern your use of SuperMoms app and website.

By ticking “Accept” in the tick-box and using this website, you accept these terms and conditions in full.

If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website and you are at liberty to leave right away. By continuing to use this Site, you accept being fully bound by these terms and conditions.

This website may use cookies. By using this website and agreeing to these terms and conditions, you consent to our use of cookies.

License to use website:

Unless otherwise stated, [SuperMoms Resource Centre] owns the intellectual property rights in the website and all proprietary material appearing on the website. Intellectual property rights in respect of the same are reserved.

Just as we from time to time excerpt materials from other sources in order to provide quality information to parents, we respect the right of others to make “fair use” of the materials contained on our site; accordingly, you may from time to time excerpt and use materials set forth on this site consistent with the principles of “fair use”. We encourage people to use the contents of this website for personal use, subject to the following restrictions set out below and elsewhere recorded in these terms and conditions..

You shall not:

- republish material from this website (including republication on another website) for personal gain, without taking consent from the SuperMoms team; In addition, material from our website may not be used to construct any kind of database..
- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose; or
- edit or otherwise modify any material on the website.

Content copied from the Website must be accompanied by acknowledgement of ownership of the IP of the relevant extract.

Login ID and Password

Access to certain areas of the Site is only available to registered members. To become a registered Member, you may be required to answer questions. Answers to additional questions may be mandatory and/or optional. You represent and warrant that all information you supply to us, about yourself, and others, is true and accurate.

Key Terms

Minor persons shall not be entitled to register for, use of any services available on the Site and we do not take any responsibility for the same.

You are responsible for maintaining the secrecy of the login identity details that may be provided to you ("Member ID") and the password in respect thereof. In addition, you will be accountable for all use of our Site by you and anyone using your password and login information.

Restrictions:

Access to certain areas of this website may be restricted. SuperMoms Resource Centre reserves the right to restrict your access to [other] areas of this website, or indeed this entire website, at our discretion without prejudice.

If we provide you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

We may disable your user ID and password in our sole and absolute discretion without notice or explanation.

Revision and Severability

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

User content:

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material, presentations, animations, pdfs) that you submit to this website, for whatever purpose.

You grant SuperMoms Resource Centre a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, create derivative works from and distribute your user content in any existing or future media or technology now known or later developed. You also grant to SuperMoms Resource Centre the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or SuperMoms Resource Centre or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to this website, or stored on its servers, or hosted or published upon this website.

You acknowledge that SuperMoms Resource Centre may choose to provide attribution of your comments or reviews at our discretion. You further grant SuperMoms Resource Centre the right to pursue at law any person or entity that violates your or SuperMoms Resource Centre's rights in the User Content by a breach of this Agreement. You acknowledge and agree that User Content is non-confidential and non-proprietary.

SuperMoms Resource Centre does not edit or control or create the User Content posted to or distributed on this Website including through any blogs, bulletin boards or other communications forums, and will not be in any way responsible or liable for such User Content. SuperMoms Resource Centre nevertheless reserves the right for any reason in its sole discretion to remove without notice any User Content.

This Website may contain discussion forums, bulletin boards, user reviews, blogs or other forums in which you or third parties may post reviews of service providers or other content, messages, materials or other items on this Website ("Interactive Areas"). If SuperMoms Resource Centre provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through this Website any of the following:

- a. Any message, data, information, text, music, sound, photos, graphics, code or any other material ("Content") that is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, or advocates harassment of another person, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. Content that is patently offensive to the online community, such as content that promote, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- c. Content that would constitute, encourage, promote or provide instructions for a conduct of an illegal activity, criminal offense, give rise to civil liability, violate the rights of any party in any

country of the world, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation,

- d. Content that provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- e. Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. In particular, content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- f. Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including SuperMoms Resource Centre
- g. Unsolicited promotions, mass mailings or "spamming", transmission of "junk mail", "chain letters", political campaigning, advertising, contests, raffles, or solicitations;
- h. Content containing commercial activities and/or sales without our prior written consent such as contests, barter and advertising,
- i. Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- j. Viruses, corrupted data or other harmful, disruptive or destructive files;
- k. Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
- l. Content or links to content that, in the sole judgment of SuperMoms Resource Centre , (a) violates the previous subsections herein, (b) is objectionable, (c) which restricts or inhibits any other person from using or enjoying the Interactive Areas or this Website, or (d) which may expose SuperMoms Resource Centre or its affiliates or its users to any harm or liability of any type.

Links to SuperMoms Resource Centre by other websites

We do not object if you link directly to this website or any of its web page and no prior permission is required for the same. However, we would like you to inform us about any links provided to this Website so that you can be informed of any changes or updations therein. Also, we do not permit our pages to be copied or content to be copied directly to your Website or to any material without prior permission. Also it is not permitted to load our website or its Web Page into frames on your Website. The pages belonging to this Website must load into a newly opened browser window of the User.

Links to third party sites

We do not assume or accept any liability or responsibility for any of the content that may be contained in any third-party sites, links for which may be active or available on our Site. We reserve the right to require you to remove links to the Site, in our sole discretion. Linking to any page of the Site other than to the homepage is strictly prohibited in the absence of a separate linking agreement with us.

No Endorsement

Any links contained in the Content to another website should not be constructed to imply that the linked website is in any way affiliated or associated with the Website or SuperMoms Resource Centre, or that SuperMoms Resource Centre is legally authorized to use any trade mark, trade name, service mark, logo or copyrighted symbol that may be reflected in the link or the description of the link to such other websites.

Ownership Rights

This Site is the sole and exclusive property of SuperMoms Resource Centre owned and registered in its name or in the name of persons and or entities authorized by SuperMoms Resource Centre.

SuperMoms Resource Centre retains all right, title and interest (including all copyright, designs, logos, trademark, patent, trade secrets, domain names, domain name registrations, publications, databases, software code, Content etc and all other intellectual property rights) in, upon and in relation to, this Site.

This Site is protected by copyright, trademark, patent, trade secrets and other laws worldwide, through the application of local laws and or international treaties. Any unauthorized use, reproduction or modification of this Site would violate such laws and we reserve the right to take all necessary steps thereunder.

Trademarks

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These Marks may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from SuperMoms Resource Centre, except as an integral part of any authorized copy of the Content.

Transmissions and your submissions

We may from time to time monitor and review any information transmitted or received through this site and reserves the right to censor, edit, remove or prohibit the transmission or receipt of any information that we deem inappropriate or in violation of these terms and conditions.

During monitoring, the information may be examined, recorded or copied, and your use of this site constitutes your consent to such monitoring and review. You agree that if you submit suggestions, ideas, comments or questions or post any other information on this site, you grant SuperMoms Resource Centre a worldwide, non-exclusive, royalty-free, perpetual, irrevocable,

and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content in any form, media or technology.

The Site takes no responsibility and assumes no liability for any content posted or submitted by you, or for any response to such content. We value your feedback and appreciate your ideas and suggestions, but we may be unable to respond to the same.

Indemnification

You shall indemnify and hold SuperMoms Resource Centre and its subsidiaries, affiliates, officers, office-bearers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with:

- a) your use of the Service (including the Content), or
- b) your violation of any law or the rights of a third party, or
- c) your breach of this Agreement.

The monetary liability of SuperMoms Resource Centre to you, under the head 'indemnity' or any other form of contractual or common law obligation whatsoever, shall be limited and restricted to a maximum amount on INR 1000/- (Rupees One Thousand Only) per year of your usage of this Site, regardless of quantification or otherwise of the loss, damage, injury or liability that is alleged to or may have been suffered.

Termination

In our sole discretion, we may terminate your password, account or use of the service and remove and discard any Data within the Service if you fail to comply with this Agreement.

You may terminate your user account upon prior notice to us at any time; however, you will not receive refund of any portion of any money paid by you to SuperMoms Resource Centre.

We shall have no obligation to maintain any data stored in your account or to forward any data to you or any third party.

Upon such termination or suspension, you must immediately discontinue use of the Site, and destroy any copy you have made of any portion of the Site. Accessing the Site after such termination, suspension, or discontinuation shall constitute an act of trespass. We shall not be responsible to you to such suspension or termination.

Fees

We may charge a fee or commission for the service it provides through the Site.

Any such service fee is non-refundable. In addition, you will be responsible for all charges, fees, duties, taxes, and assessment arising out of your use of the Site.

Disclaimer of warranties

We make no warranty of any kind regarding the Site, Content, Products or Services, all of which are provided on an “as is” basis.

We expressly disclaim any representation or warranty that the Site will be free from errors, viruses or other harmful components, that communications to or from the Site will be secure and not intercepted, that the Services and other capabilities offered from the Site will be uninterrupted, or that its Content will be accurate, complete or timely.

We are not endorsing or recommending any service, facility, product or offerings mentioned in the Site – we are merely a ‘board’ whereon various members, users, operators and service providers may state their view, assessment, opinion and references. Users are advised to use their own discretion while appointing a service provider.

OTHER THAN THOSE WARRANTIES WHICH, UNDER THE LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAWS, AND ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

Use of this Site and its Content is at your sole risk. Those who furnish products or services through this Site are independent contractors, and not our agents or employees.

IN NO EVENT WILL WE BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES AND disputes between parents and providers DIRECTLY OR INDIRECTLY ARISING OUT OF OR CONNECTED WITH, THE USE OF THIS SITE.

General

Your acceptance of these Terms, and your use of the Site do not create a joint venture, partnership, employment, or agency relationship with us. You may not assign, delegate, or transfer your rights or obligations under these Terms.

If a court finds any of these Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable.

The headings in these Terms are for your convenience and reference; they do not limit or affect these Terms. These Terms, together with those items made a part of these terms by reference, make up the entire agreement between us relating to your use of our site, and replaces any prior understandings or agreements (whether oral or written) regarding your use of our site.

Disputes

If any dispute arises between you and SuperMoms Resource Centre during your use of the Site or thereafter, in connection with and arising from your use or attempt to use this Site, the dispute shall be referred to arbitration by a single arbitrator who shall be nominated and appointed by SuperMoms Resource Centre. The said person shall be a professionally qualified individual of standing and repute. The place of arbitration shall be at Pune, State of Maharashtra. The arbitration proceedings shall be in the English language.

The said arbitration proceedings shall be governed and construed in accordance with the Arbitration and Conciliation Act, 1996/2015 and modifications thereof as in force at the relevant time.

Subject to the exclusive jurisdiction of the appropriate courts situated at Pune, Maharashtra, India and exclusively to the substantive and procedural laws of India.