

# Terms of Service

## General

The Tofler's Dataset (the "Dataset") is a structured set of data, text, media files, products, information about businesses, products, people, trademarks and more (the "Content") and includes such Content displayed and/or otherwise contained on the Site. The Tofler Platform (the "Platform") provides access to the Dataset through the Tofler's website (the "Site"), Tofler Pro feature, its affiliates or related parties websites, mobile applications, API, data exports, browser plugins, reports and widgets. The Tofler Platform and Tofler Dataset (together, the "Service") is operated by TWS Systems Private Limited and its related third parties, (hereinafter referred to as "Tofler").

The user is referred as to as "You". If the user is an individual, You means such individual. If the user is a corporation, partnership or other entity ("Corporate Entity"), You refers to such Corporate Entity and the individual represents and warrants that the individual has the authority to bind the Corporate Entity.

By accessing or using the Service, You acknowledge that You have read, understand and agree to be legally bound by these Terms of Service ("Terms of Service" or "Agreement") and you represent that you have the legal capacity to be bound by these Terms of Use whether or not You have a registered account for the Service.

Notwithstanding anything in the Terms of Service to the contrary, your rights to use certain material available on or through this Site may be subject to separate written license agreements with Tofler ("Other Agreements"). In the event you have an Other Agreement to access all or any portion of the Site, including any separately entitled sections of the Site, then the Other Agreement, rather than these Terms of Service, will govern your use of the Site. In the event of a conflict between your Other Agreement and these Terms of Service, the terms and conditions in the Other Agreement shall prevail.

Any attempt by you to modify these Terms of Service is expressly rejected by Tofler and shall have no force or effect regarding your use of the Site. Tofler reserve the right, at any time, to add to, change, update, or modify these Terms of Service, simply by posting such change, update, or modification on the Site

and without any other notice to You. Any such change, update, or modification will be effective immediately upon posting on the Site. It is Your responsibility to review these Terms of Service from time to time to ensure that You continue to agree with all of its terms.

**Please read these Terms of Service carefully as they contain important information regarding Your legal rights, remedies and obligations. These Terms of Service establish the rights that Tofler and others in the user community will have in and to any content that You contribute to the Tofler's Dataset.**

### **Use of the Site**

Tofler grants you a personal, revocable, non-exclusive, non-transferable, limited license to access and use the Site and the Content conditioned upon your compliance with these Terms of Service.

You may not license, sublicense, transfer, sell, resell, publish, reproduce, and/or otherwise redistribute the Site, including the Content or any component thereof in any manner (including, but not limited to, via or as part of any Internet site). You may not a) use the Content or any portion of the Site as part of any intranet or other internal network; b) create archival or derivative works based on the Content or any portion thereof or c) modify, reverse-engineer, disassemble, decompile or store the Content or any portion of the Site. You may not use the Site for any illegal purpose or in any manner inconsistent with these Terms of Service. Tofler may discontinue or change the Site and the Content, or their availability to you, at any time, however Tofler is not under any obligation to update the Content following publication on the Site. The terms of these Terms of Use will survive any such discontinuation.

### **Your Contributions to Tofler**

If You create or modify any content on Tofler, You agree to (a) provide accurate, and current information; (b) maintain the security of Your password and identification if You have one; (c) be fully responsible for all use of Your account and for any actions that take place using Your account.

By contributing or posting any content on the Service (including making updates to existing content on the Tofler Dataset or adding new content to the Tofler

Dataset) (“Your Content”), You grant Tofler and our assigns, agents, and licensees the non-exclusive, irrevocable, royalty free, perpetual, worldwide license, with the right to sublicense through multiple tiers of sub-licensees, to use, reproduce, modify, display, perform, and distribute Your Content in any medium and through any form of technology whether now in existence or which comes into existence in the future. You should not upload any content in which You do not have sufficient rights to grant this license to Tofler.

Tofler owns all rights, title, and interests in intellectual property rights in any contributions by its employees, any derivative works developed by Tofler and the compilations and collective works in the Tofler Dataset, including those works incorporating Your Content (but not rights to Your Content by itself).

The Tofler Dataset benefits from content, including media files, submitted by anonymous users, registered users, partners, and the Tofler staff. This information may be inaccurate and / or out-of-date. Tofler assumes no responsibility regarding the accuracy of the information in the Service. Use of such information is at Your own risk.

Tofler shall not be responsible for any failure to remove, or delay in removing, harmful, inaccurate, unlawful, or otherwise objectionable content from the Service. Tofler has no responsibility or liability for the deletion or failure to store or display any content that is contributed to the Tofler Dataset.

The Tofler Dataset may be changed, updated, or deleted without notice for any reason at Tofler’s sole discretion.

### **Non-Commercial Use of the Tofler Dataset**

We provide the Tofler’s Dataset under the Creative Commons Attribution-Non Commercial License [CC-BY-NC]. This license applies to the information provided on the businesses and the contributions received to the Tofler Dataset, including, without limitation, the structured data, text and media files.

If You display or distribute all or part of the Tofler Dataset (hereafter also referred to as the “Content”), You are required to provide attribution that is plainly visible to all users of the Content. Attribution gives everyone in the community the opportunity to correct errors and keep the Content up to date. Our recommended attribution guidelines, for usage are described below.

Ultimately, You have the responsibility to ensure You are in full compliance with the license terms whenever You use or reuse the Content.

## **Attribution**

Attribution must clearly state that the Content is sourced from the Tofler Dataset and link to the webpage of the source material on the Site.

1. When You are using Content from a specific entity within the Dataset, Tofler asks that You use a snippet in the following form:

```
Source: <a title="NAME on Tofler"
href="https://www.tofler.in/NAME/PERMALINK">NAME on
Tofler</a>
```

For example, attribution for data on Zomato would look like:

Source: [Zomato Media Private Limited on Tofler](#)

2. When You are referencing Content from multiple entities within the Dataset, Tofler asks that You use a snippet in the following form:

```
Source: <a title="Tofler"
href="https://www.tofler.in/">Tofler</a>
```

The attribution will look like:

Source: [Tofler](#)

If you have any questions concerning attribution, feel free to contact us by e-mailing [support@tofler.in](mailto:support@tofler.in). You may also consult the Creative Commons Attribution-NonCommercial Legal Code.

## **Accessing the Tofler Platform**

Tofler may provide a number of different ways for You to access portions of the Service. These may include, but are not necessarily limited to, copying Content directly from the Site, receiving an export data file or other form of data dump directly from Tofler or by using the Tofler API thereby enabling You to build applications on top of the Tofler Platform. You agree to utilize the Tofler Platform, including the Tofler API, in accordance with these Terms of Service and as outlined in the further documentation provided by us on the Site. For

purposes of these Terms of Service, receipt of Content from the Platform by any means constitutes use of the Site and Service.

Because Tofler wishes to protect the integrity of the Tofler Dataset for the entire user community, Tofler does not allow You to use crawlers, spiders or other scraping technology to electronically cull data from the Site and Service. Any collection of any Content using these methods is a violation of these Terms of Service. For clarification, authorized use of the Tofler API is permitted.

Tofler will utilize commercially reasonable efforts to provide the Tofler Platform on a 24/7 basis but it shall not be responsible for any disruption, regardless of length. Furthermore, Tofler shall not be liable for losses or damages You may incur due to any errors or omissions/delay in any Content or Alerts provided or due to Your inability to access the Tofler Dataset due to disruption of the Tofler Platform.

Tofler reserves the right in its sole discretion (for any reason or for no reason) and at any time without notice to You to change, suspend or discontinue the availability of the Services. Tofler hereby reserves the right to change the prices of any of its services without any intimation to the uses in advance.

Tofler reserves its full right to decline registration of any person / entity for all or any of its services / features. It also reserves its right to discontinue any services or features of any service to any person or entity, without assigning any reason or fact whatsoever. In case of paid subscribers, Tofler shall refund that proportion of Subscription Fee which is equal to unexpired portion of subscription period, subject to:

The user or subscriber is not guilty of violation of any conditions of this Agreement

Any government having jurisdiction over Tofler, or User or the situs of services has not forbidden making available the services to the User for any reason whatsoever  
Tofler no longer being allowed in law to continue such services

If You choose to utilize the Tofler API or other Tofler Platform tools that provide ongoing access to the Tofler Dataset in a manner enabling the building of applications on top of the Tofler Platform, Tofler reserves the right in its sole discretion (for any reason or for no reason) and at any time without notice to

You to suspend Your access to the Tofler Dataset in the future or terminate Your rights under these Terms of Service to access, use and/or display the Tofler API and/or such other Tofler Platform tools.

### **Elements of the Service**

The graphical layout and schema of the Site, and all other elements of the Site, software applications, Content and the Service not described above are owned by Tofler or its licensors, and may not be reproduced without permission.

### **User Conduct**

You represent, warrant and agree that no contributions of any kind submitted to the Site for the Tofler Dataset or otherwise posted, transmitted, or shared by You on or through the Site or Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

In addition, You agree not to:

1. harvest or collect email addresses or other contact information of other users from the Site or Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
2. use the Site or Service in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site or Service;
3. upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
4. impersonate any person or entity, or falsely state or otherwise misrepresent Yourself, Your age or Your affiliation with any person or entity;
5. upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;

6. upload, post, transmit, share, store or otherwise make publicly available on the Site or Service any private information such as Social Security numbers and credit card numbers;
7. solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
8. upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. intimidate or harass another;
10. upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
11. use or attempt to use another's account, service or system without authorization from Tofler, or create a false identity on the Site or Service.
12. upload, post, transmit, share, store or otherwise make available content that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Tofler or its users to any harm or liability of any type.
13. post anything that exploits children or minors or that depicts cruelty to animals.

### **Payments, Cancellations and Refunds**

All information, reports, content and access rights purchased on Tofler (including Tofler Pro) are non refundable and non-cancellable. Therefore, please look at the sample of reports, demos of Tofler Pro and information provided before purchasing them. If you face any problem with any report or information purchased, please contact the Tofler team at [support@tofler.in](mailto:support@tofler.in). However, in the case of non-delivery of ordered items, we shall refund payments made for the non-delivered items.

We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction.

### **Copyright Infringement**

Tofler has in place certain legally mandated procedures regarding allegations of copyright infringement (as well as other intellectual property rights) occurring on the Site. Tofler has adopted a policy that provides for the immediate suspension and/or termination of any Site user who is found to have infringed on the rights of Tofler or of a third party, or otherwise violated any intellectual property laws of Tofler or a third party. The Tofler policy is to investigate any allegations of infringements of third party rights brought to Tofler's attention.

If You have evidence, know, or have a good faith belief that Your rights or the rights of a third party have been violated and You want Tofler to delete, edit, or disable the material in question, You must provide Tofler with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the right claimed to have been infringed, or, if multiple rights are covered by a single notification, a representative list of the relevant parts of the Service; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit Tofler to contact You, such as an address, telephone number, and if available, an electronic mail address at which You may be contacted; (e) a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the owner of rights, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **Links to Third Party Sites**

The Site contains (or You may be sent through the Site) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties on such websites



(the “Third Party Site Content”). Tofler does not control or monitor such Third Party Sites or Third Party Site Content, and Tofler is not responsible for any Third Party Sites or Third Party Site Content accessed through the Site or Service. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Site Content does not imply approval or endorsement thereof by Tofler. If You decide to leave the Site or Service and access the Third Party Sites, You do so at Your own risk and You should be aware that Site Terms of Service and other Tofler policies no longer govern.

### **Proprietary Rights**

This Site and Service are protected by copyright, trademark, and other laws of both the India and foreign countries. Except as expressly permitted in these Terms of Service, You may not reproduce, modify or prepare derivative works based on, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use this Site or the Service, or any portion thereof.

### **Relationship of the Parties**

You and Tofler are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales relationship, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on Tofler’s behalf.

### **Termination**

Tofler may terminate Your account, delete Your Tofler entry and any of Your Content and/or prohibit You from using or accessing the Site for any reason, or no reason, at any time in its sole discretion, with or without notice.

### **Privacy Policy**

Tofler respects Your privacy. A complete statement of Tofler’s current privacy policy can be found at: <https://www.tofler.in/privacy>. Tofler’s privacy policy is expressly incorporated into this Agreement by this reference.

### **Disclaimer**

TOFLER HEREBY DISCLAIMS ALL WARRANTIES. TOFLER IS MAKING THE SITE AND SERVICE AVAILABLE “AS IS” WITHOUT WARRANTY OF

ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE AND SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TOFLER DOES NOT WARRANT THAT THE SITE OR SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

### **Limitation of Liability**

TOFLER'S LIABILITY TO YOU IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TOFLER OR ITS DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE TO YOU FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY TOFLER. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

### **Indemnity**

You agree to indemnify, defend, and hold harmless Tofler, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from Your access to or use of the Site or Service (including the Content), Your violation of these Terms of Service, or Your infringement, or infringement by any other user of Your account, of any intellectual property or other right of any third party or Tofler. Tofler will notify You promptly of any such claim, loss, liability, or demand, and will provide You with reasonable assistance, at Your expense, in defending any such claim, loss, liability, damage, or cost.

### **Governing Law**

These Terms of Service shall be construed in accordance with and governed by the laws of the India, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the courts in Delhi, India in all disputes arising out of or related to the use of the Site or Service.

### **Severability; Waiver**

If, for whatever reason, a court of competent jurisdiction finds any term or condition in this Agreement to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

### **Change of Control**

In the event of a change of control of Tofler or the sale of substantially all of Tofler's assets, all rights of Tofler hereunder shall be transferable, without notice to you.

### **Entire Agreement**

These Terms of Service constitute the entire agreement between You and Tofler regarding the use of the Site and Service, superseding any prior agreements between You and Tofler relating to Your use of the Site and Service.

Contact us by Email : [support@tofler.in](mailto:support@tofler.in)

### **Trademarks**

The Tofler mark and other Tofler logos are registered trademarks of Tofler in India.