

# Awaaz De Forums: Terms of Service

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Welcome to Awaaz De Forums, owned and operated by Awaaz De ("**Awaaz De**"). By using the Awaaz De Forums service (the "**Service**"), you accept and agree to be bound by the following terms and conditions (the "**Terms of Service**"). Nothing in the Terms of Service should be construed to confer any rights to third party beneficiaries.

## 1. Description of Service

The Service enables you to create and maintain your own voice Forum. A "Forum" consists of Interactive Voice Response ("**IVR**") and World Wide Web ("**WWW**") messaging and administration functionality enabling groups of people to communicate with one another through the phone and the Internet. Content for each Forum is stored by Awaaz De and made browsable via the phone and web.

The Service may be modified or terminated at any time by Awaaz De for any reason, and without notice, without liability to you, any other user of the Service or any third party. Any new features that augment or enhance the current Service shall be subject to the Terms of Service. If the Service is terminated, Awaaz De will refund pro-rated fees (if any) for the remaining term of your agreement.

## 2. Changes to Terms of Service

The Terms of Service of this service are subject to update by Awaaz De at any time with or without notice, and you can review the most current version of it online at any time at [http://awaaz.de/forums/terms\\_of\\_service.html](http://awaaz.de/forums/terms_of_service.html).

## 3. Registration

When registering for using and administering Awaaz De Forums, you must provide true, accurate and complete registration information. As part of the registration process, you will be asked to select a username and password and you will be responsible for all activities occurring under your username and for keeping your password secure.

To comply with the Children's Online Privacy Protection Act, at this time Awaaz De Forums are only available to users who are at least 13 years old. If you are under 13, you may not register to use the Awaaz De Forums service.

## 4. Use of Materials

The content within the Service is protected by copyright and other laws in India, the United

States and elsewhere. The Service includes both content owned or controlled by Awaaz De as well as content owned or controlled by third parties and licensed to Awaaz De (collectively, the "**Materials**").

Awaaz De authorizes you to listen and/or download a single copy of the Materials solely for your personal, non-commercial use. Awaaz.De does not authorize you sell, modify, reproduce, display, publicly perform, distribute, or otherwise use the Materials in any way for any public or commercial purpose. Any such use requires the written permission of both Awaaz.De and the copyright owner. If you would like more information about obtaining special permission to use any of the Materials, please send an e-mail to [awaaz@awaaz.de](mailto:awaaz@awaaz.de). Special rules may apply to the use of certain software and other items provided via the Services, and are noted where appropriate.

## 5. Content

*Your Responsibilities.* You understand that all data, text, information, links and other content (collectively, "**Content**"), whether posted in public or restricted Forums, is the sole responsibility of the person from which such Content originated. This means that you, and not Awaaz De, are entirely responsible for all Content that you publish, post, upload, distribute, disseminate or otherwise transmit (collectively, "**Post**") via the Service. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Awaaz De be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content Posted via the Service. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You understand that the technical processing and transmission of the Service, including Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

*Forum Owner's Rights and Responsibilities.* Forum Owners have additional capabilities and responsibilities in regard to the members and Content of a Forum. The Owner of a Forum decides whether a Forum is restricted to certain members or accessible to the public generally, and the Owner may change the access to the Forum at any time. In restricted Forums, the Owner decides who may be a member of the Forum and can access and change the membership list in his or her sole discretion. A Forum Owner may, at any time, transfer his or her ownership of a Forum to another Awaaz De Forums user. In regard to Content, a Forum Owner shall be responsible for the maintenance, monitoring and moderation of the Content in the Forum, including deleting any Forum, Content or archived Content at any time and in his or her discretion. A Forum Owner can also request additional services for their forums, including contracting with telecom operators for dedicated PRI/BRI lines and numbers (including toll free numbers) that can be used for access to your Forums.

*Forum Owners Must Mark Explicit Content.* If you create a Forum containing explicit Content that is not suitable for minors, you agree to mark the Forum as such, and to notify Awaaz De.

If your Forum contains Content that is not suitable for minors and you do not mark the Forum appropriately, Awaaz De shall have the right to delete your Forum, including all messages Posted to that Forum.

*Awaaz De's Rights.* You acknowledge that Awaaz De does not pre-screen, control, edit or endorse Content made available through the Service and has no obligation to monitor the Content Posted via the Service. If Awaaz De discovers Content that does not appear to conform to the Terms of Service, Awaaz De may investigate and determine in good faith and in its sole discretion whether to remove the Content. Awaaz De will have no liability or responsibility for performance or non-performance of such activities. You acknowledge that certain Forums available through the Service are available only through the Service and others are available both through the Service and other sources, over which Awaaz De has absolutely no control.

*Content Removal and Archiving.* If you are not the Owner of a Forum, you may request removal of a message that you have Posted yourself. You agree to resolve directly and exclusively with third parties any disputes you may have about messages that they posted or you may contact the Forum Owner to request a removal. In this regard, you understand that Awaaz De does not monitor or control the content of information Posted by others, and instead simply provides a service by allowing users to access information that has been made available.

## **6. Appropriate Conduct**

You agree that you are responsible for your own conduct and communications while using the Service and for any consequences thereof. You agree to use the Service only to send and receive messages and material that are legal, proper and related to the particular Forum. By way of example, and not as a limitation, you agree that when using the Service, you will not:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- post any inappropriate, defamatory, infringing, obscene, or unlawful Content;
- post any Content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party (the "**Rights**"), unless you are the owner of the Rights or have the permission of the owner to Post such Content;
- post messages that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by the Forum owner.
- download any file Posted by another user of a Forum that you know, or reasonably should know, that cannot be legally distributed in such manner;
- impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is Posted;
- restrict or inhibit any other user from using and enjoying the Service;
- use the Service for any illegal or unauthorized purpose;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Service;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Service or collect information about users for any unauthorized purpose;
- submit Content that falsely expresses or implies that such Content is sponsored or endorsed by Awaaz De;
- create user accounts by automated means or under false or fraudulent pretenses;
- promote or provide instructional information about illegal activities or promote physical harm or injury against any Forum or individual; or
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

In addition, users agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to your country of residence.

While Awaaz De prohibits such conduct and Content in connection with the Service, you understand and agree that you nonetheless may be exposed to such conduct and/or Content and that you use the Service at your own risk.

## **7. Proprietary Rights**

### *Awaaz De's Rights*

Awaaz De and its affiliates and licensors own and retain all rights in the Service, which contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Awaaz De, you may not copy, modify, publish, transmit, distribute, perform, display or sell any of Awaaz De's proprietary information. "Awaaz De", the "Awaaz De" logo and "Awaaz De Forums" are trademarks of Awaaz De.

### *Your Rights*

Awaaz De claims no ownership or control over any Content submitted, Posted or displayed by you on or through the Service. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any Content you submit, Post or display on or through the Service and you are responsible for protecting those rights, as appropriate. By submitting, Posting or displaying Content on or through the Service, you grant Awaaz De a worldwide, non-exclusive, royalty-free license to reproduce, adapt and publish any Content on the Service; solely for the purpose of displaying, distributing and promoting the Service or any other Awaaz De Services, in a manner that is consistent with the forum's privacy settings, including whether content should be accessible to users who are not forum members or administrators. Awaaz De also reserves the right to syndicate Content submitted, Posted or displayed by you on or through the Service and use that Content in connection with other services offered by Awaaz De, again in a manner that is consistent with the forum's privacy settings. This license terminates when such Content is deleted from the Service.

### *Digital Millennium Copyright Act*

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For directions and more information, please see <http://awaaz.de/dmca.html>.

## **8. General Practices Regarding Use and Storage**

You agree that Awaaz De has no responsibility or liability for the deletion or failure to store any Content maintained or Posted by or through the Service. You acknowledge that Awaaz De has set no fixed upper limit on the number of transmissions you may send or receive through the Service or the amount of storage space used; however, we retain the right, at our sole discretion, to create limits at any time with or without notice.

## **9. Links**

The Service may provide, or third parties may provide, links to other phone numbers, World Wide Web sites or resources. Because Awaaz De has no control over such sites and resources, you acknowledge and agree that Awaaz De is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content on or available from such sites or resources. You further acknowledge and agree that Awaaz De shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content available on or through any such site or resource.

## **10. Advertisements**

Awaaz De may display advertisements and promotions on the Service. The manner, mode and extent of advertising by Awaaz De on the Service are subject to change. You agree that Awaaz De shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such advertisers on the Service.

## **11. User Privacy**

You understand and agree that Awaaz De may access, preserve, and disclose your personal information and the contents of your account in order to provide the Service or if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with legal process or protect the rights, property and/or safety of Awaaz De, its affiliates or the public. Personal information collected by Awaaz De may be stored and processed in India, the USA or any other country in which Awaaz De or its agents maintain facilities. By using the Service, you consent to any such transfer of information outside of your country.

The contents of the postings, including any text, images, photos, videos, and audio, that you submit to Awaaz De Forums are stored and maintained on Awaaz De servers in order to publish these items and provide the service. Your submitted content may be associated with your phone number, unless the Forum owner specifically requests that messages remain anonymous. The owners of a Awaaz De Forum decide who is in the group and whether a discussion is public

or restricted. As such, groups may include people you do not know. Use care when posting personal information in a group, particularly sensitive information such as financial information or home addresses or phone numbers. Users can request for their own messages to be disabled from the system.

## **12. Disclaimer of Warranties**

Awaaz De and its affiliates, licensors, partners, suppliers, consultants and agents ("**Awaaz De Entities**") disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or Content displayed on the Service. The Awaaz De Entities disclaim any and all responsibility and liability for your conduct and for the conduct of others using the Service.

THE SERVICE, AND ALL CONTENT, INFORMATION (INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR CONTENT OBTAINED OR ACCESSED THROUGH THE SERVICE), PRODUCTS AND SERVICES INCLUDED THEREIN ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. THE AWAAZ DE ENTITIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. Some states or countries do not allow the exclusion or limitation of implied warranties, so the above disclaimers and exclusions may not apply to you.

YOU AGREE THAT YOUR USE OF THE SERVICES ARE ENTIRELY AT YOUR OWN RISK.

## **13. Hold Harmless and Indemnity**

You agree to hold harmless and indemnify Awaaz De from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Awaaz De will provide you with written notice of such claim, suit or action.

## **14. Limitation of Liability**

UNDER NO CIRCUMSTANCES WILL AWAAZ DE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF THE SERVICE, WHETHER OR NOT AWAAZ DE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATION OF LIABILITY SHALL APPLY (I) WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICE, FROM INABILITY TO USE THE SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), AND (II) NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusions may

not apply to you. UNDER NO CIRCUMSTANCES SHALL AWAAZ DE BE LIABLE TO YOU FOR ANY AMOUNT EXCEEDING ONE THOUSAND DOLLARS (\$1000.00).

## **15. Term and Termination**

These Terms of Service will apply to your use of the Service. You may terminate your use of the Service immediately at any time, for any reason, by contacting [awaaz@awaaz.de](mailto:awaaz@awaaz.de). We may terminate your use of the Service immediately at any time, for any reason, and at such time you will have no right to use the Service. Our proprietary rights, disclaimer of warranties, indemnities, limitations of liability and miscellaneous provisions shall survive any such termination. If the Service is terminated, Awaaz De will refund pro-rated fees (if any) for the remaining term of your agreement.

## **16. Notices**

Awaaz De may provide you with notices regarding the Service or these Terms of Service by email, phone or postings to this Web site or to the appropriate voice forum.

## **17. Miscellaneous Provisions**

These Terms of Service will be governed by and construed in accordance with the laws of India, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any disputes arising from this agreement will be finally settled by arbitration which will be held in Ahmedabad, India according to the laws of India then in effect. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Service to be unenforceable, the remainder of the Terms of Service will continue in full force and effect. You shall not assign these Terms of Service or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any such purported assignment or delegation will be null and void and of no force or effect.

Without limiting the foregoing, under no circumstances shall Awaaz De be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

These Terms of Service constitute the entire agreement between you and Awaaz De with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Service by a party will be effective only if in writing and signed by a party.

