

Indulekha MOBI Terms of Service

By using the www.indulekha.mobi web site (“Service”), or any services of Indulekha Media Network (“Indulekha”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

Indulekha reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service.

Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: http://www.indulekha.mobi/privacy_policy.pdf

Violation of any of the terms below will result in the termination of your Account. While Indulekha prohibits such conduct and Content on the Service, you understand and agree that Indulekha cannot be responsible for the Content posted or send using the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Account Terms

1. You must be 13 years or older to use this Service.
2. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
4. Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.
5. You are responsible for maintaining the security of your account and password. Indulekha cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You are responsible for all Content posted/send and activity that occurs under your account (even when Content is posted/send by others who have accounts under your account).
7. If you are using a free account you are not permitted to block ads.
8. One person or legal entity may not maintain more than one free account.
9. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

API Terms

Customers may access their Indulekha MOBI account data via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product that accesses Indulekha MOBI, is bound by the terms of this agreement plus the following specific terms:

1. You expressly understand and agree that Indulekha shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Indulekha has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
2. Abuse or excessively frequent requests to Indulekha MOBI via the API may result in the temporary or permanent suspension of your account's access to the API. Indulekha, in its sole discretion, will determine abuse or excessive usage of the API. Indulekha will make a reasonable attempt via email to warn the account owner prior to suspension.
3. Indulekha reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

Payment, Refunds, Upgrading and Downgrading Terms

1. A valid credit card is required for paying accounts. Free accounts are not required to provide a credit card number.
2. **You may also pay via Demand Drafts or Money Transfers to Indulekha Media Network.**
3. **The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.**
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties..
5. For any upgrade or downgrade in plan level, your user account that you provided will automatically be charged the new rate on your next billing cycle.
6. Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Indulekha does not accept any liability for such loss.

Cancellation and Termination

1. **You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation.** All of your Content will be immediately deleted from the Service upon cancellation. This information can not be recovered once your account is cancelled.
2. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
3. Indulekha, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Indulekha service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Indulekha reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

1. Indulekha reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Indulekha MOBI Site (www.indulekha.mobi) or the Service itself.
3. Indulekha shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by setting your pages to be shared publicly, you agree to allow others to view and share your Content.
2. Indulekha does not pre-screen Content, but Indulekha and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
3. The look and feel of the Service is copyright©2009 Indulekha Media Network. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, JavaScript, or visual design elements or concepts without express written permission from Indulekha.

General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. Technical support is only provided to paying account holders and is only available via email.
3. You understand that Indulekha uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Indulekha MOBI, or any other Indulekha service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Indulekha.
6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Indulekha customer, employee, member, or officer will result in immediate account termination.
8. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.
10. You must not transmit any worms or viruses or any code of a destructive nature.
11. Indulekha does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
12. You expressly understand and agree that Indulekha shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Indulekha has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to

- or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
13. The failure of Indulekha to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Indulekha and govern your use of the Service, superseding any prior agreements between you and Indulekha (including, but not limited to, any prior versions of the Terms of Service).
 14. Questions about the Terms of Service should be sent to mobi@indulekha.com

Indulekha MOBI Privacy Policy

We collect the e-mail addresses and mobile numbers of those who communicate with us via e-mail, aggregate information on what pages consumers access or visit, and information volunteered by the consumer (such as survey information and/or site registrations). The information we collect is used to improve the content of our Web pages and the quality of our service, and is not shared with or sold to other organizations for commercial purposes, except to provide products or services you've requested, when we have your permission, or under the following circumstances:

- It is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of [Terms of Service](#), or as otherwise required by law.
- We transfer information about you if Indulekha or Indulekha MOBI is acquired by or merged with another company. In this event, Indulekha will notify you before information about you is transferred and becomes subject to a different privacy policy.

INFORMATION GATHERING AND USAGE

- When you register for Indulekha MOBI, we ask for information such as your name, company name, email address, billing address, credit card information. Members who sign up for the free account are not required to enter a credit card.
- Indulekha uses collected information for the following general purposes: products and services provision, billing, identification and authentication, services improvement, contact, and research.

COOKIES

- A cookie is a small amount of data, which often includes an anonymous unique identifier, that is sent to your browser from a web site's computers and stored on your computer's hard drive.
- Cookies are required to use the Indulekha MOBI service.
- We use cookies to record current session information, but do not use permanent cookies. You are required to log-in to your Indulekha MOBI Project Site after a certain period of time has elapsed to protect you against others accidentally accessing your account contents.

DATA STORAGE

Indulekha uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run Indulekha MOBI. Although Indulekha owns the code, databases, and all rights to the Indulekha MOBI application, you retain all rights to your data.

DISCLOSURE

- Indulekha may disclose personally identifiable information under special circumstances, such as to comply with subpoenas or when your actions violate the [Terms of Service](#).

CHANGES

Indulekha may periodically update this policy. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your Indulekha MOBI primary account holder account or by placing a prominent notice on our site.

QUESTIONS

Any questions about this Privacy Policy should be addressed to mobi@indulekha.com