



## Terms and Conditions

We request you to read the following terms and conditions carefully before you use Diaspark's website.

1. The term User shall refer to the person who browses the site. The term Diaspark shall refer to Diaspark Inc. The term Site refers to <http://www.diaspark.com/> owned and monitored by Diaspark.
2. By using the Site, you agree to follow and be bound by the following terms and conditions concerning your use of the Site. Diaspark may revise the Terms of Use at any time without notice to you. Areas of the Site may have different terms of use posted. If there is a conflict between the Terms of Use and terms of use posted for a specific area of the Site, the later shall have precedence with respect to your use of that area of the Site.
3. All content present on this site is the exclusive property of Diaspark. The software, text, images, graphics, video and audio used on this site belong to Diaspark. No material from this site may be copied, modified, reproduced, republished, uploaded, transmitted, posted or distributed in any form without prior written permission from Diaspark. All rights not expressly granted herein are reserved.  
  
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4. Diaspark shall have no responsibility for any damage to User's computer system or loss of data that results from the download of any content, materials, and information from the Site.
5. Diaspark may change or discontinue any aspect of its website at any time, including, its content or features without any notice. Diaspark reserves the right to change the terms and conditions applicable to use of the Site.
6. Diaspark may monitor access to the Site. However, the User's right to privacy is of paramount importance to Diaspark. Any information provided by the User will not be shared with any third party. Diaspark reserves the right to use the information to provide the User a more personalized online experience.
7. In no event will Diaspark be liable for damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits, business interruption and loss of programs or information) arising out of the use of or inability to use Diaspark's website, or any information provided on the website, or in the Products any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations thereof. Some jurisdictions do not allow the limitation or exclusion of liability. Accordingly, some of the above limitations may not apply to the User.

8. User agrees to indemnify, defend and hold Diaspark harmless from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to any misuse by the User of the content and services provided on the Site.

9. Some of the information contained in the Site has been obtained from sources believed to be reliable. Diaspark disclaims all warranties as to the accuracy, completeness or adequacy of such information.

10. If the Site provides links to web sites and access to content, products and services from third parties, including users, advertisers, affiliates and sponsors of the Site. The User agrees that Diaspark is not responsible for the availability of, and content provided on, third party web sites. The User is requested to peruse the policies posted by other web sites regarding privacy and other topics before use. Diaspark is not responsible for third party content accessible through the Site, including opinions, advice, statements and advertisements, and User shall bear all risks associated with the use of such content. Diaspark is not responsible for any loss or damage of any sort User may incur from dealing with any third party.

11. The laws of India govern this agreement. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Indore, India in all disputes arising out of/ relating to the use of the Site. Unless specified herein, this agreement constitutes the entire agreement between the user and Diaspark with respect to the Site and it supersedes all prior/ contemporaneous communications and proposals, whether electronic, oral/ written, between the user and Diaspark with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.