

TERMS OF USE

1. Introduction

- 1.1. Text Mercato (“we”, “us”, “our”) is a service provider of content-writing and other related services. These Terms of Use (“Terms”) govern the user (“User”, “you”, “your”, “yourself”) and the basis on which you are allowed access to our website (<https://www.textmercato.com>) (“Website”).
- 1.2. The Website is an online platform where Users provide services (including content writing, translating and editing) for the benefit of third parties. Users must register for an account to provide such services.
- 1.3. ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE AND OUR PRIVACY POLICY. THEREFORE, PLEASE READ THESE TERMS OF USE AND OUR PRIVACY POLICY CAREFULLY BEFORE PROCEEDING.

2. Terms of Use

- 2.1. Our Website is available only to Users over the age of legal majority, who can form legally binding agreement(s) under applicable law. If the User is not over the age of legal majority, the User may access this Website only with the consent and supervision of their parent or legal guardian, provided that such parent or legal guardian agrees to be bound by the Terms, and provides consent on the minor’s behalf, in all cases where such agreement or consent is required. We reserve the right to refuse access to the Website to any prospective Users at any time without according any reasons for doing so.
- 2.2. By accessing this Website, you agree not to:
 - use this Website for any purpose; (i) other than the intended purpose of the Website; and (ii) not contemplated under Clause 1.2 of these Terms;
 - use this Website or its content in contravention of any law or regulation;
 - copy, amend, reproduce or distribute the content, to third parties;
 - advertise or sell any goods or services (other than those contemplated under Clause 1.2 of these Terms) to other Users of this Website or to benefit commercially from its content;
 - use any robot, spider, scraper or other automated means to access the Website via any means, including for the avoidance of doubt access to our API or application programming interface, for any purpose without our express written permission
 - post content or items in inappropriate categories or areas on our Websites and services;
 - infringe any laws, third party rights or our policies;
 - post false, inaccurate, misleading, deceptive, defamatory or offensive content (including personal information);
 - transfer your Text Mercato account (including feedback) and username to another party without our consent;
 - distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
 - distribute viruses or any other technologies that may harm Text Mercato, the Website, or the interests or property of Text Mercato users or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;

download and aggregate listings from our Website for display with listings from other websites without our express written permission;
"frame", "mirror" or otherwise incorporate any part of the Website into any other website without our prior written authorisation;
attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Website; and/or
harvest or otherwise collect information about Users, including email addresses, without their consent.

3. Intellectual Property Rights and Limited License

- 3.1. The content featured or displayed on this Website and materials provided by us ("**Content**") is owned by us, our licensors and/or our content providers. All elements of the Website and materials that we provide, including without limitation the design and the Content, are protected by copyright, trademark and other laws relating to intellectual property. The User will not remove or infringe any copyright, trademark or other proprietary notices found on this Website or any material that we may provide. Availing our service does not give the User ownership of any intellectual property rights in the Content.
- 3.2. We grant the User a non-exclusive, non-sub-licensable, non-transferable, revocable, and limited right to access the Content and use the Website, subject to compliance with the terms listed under Clause 2.2 of these Terms of Use.
- 3.3. All trademarks, service marks and trade names of Text Mercato or its affiliates, vendors, licensors or any other entity that has a professional relationship with us and are used herein (including, but not limited to, the Text Mercato name and the Text Mercato logo) (collectively "**Marks**") are trademarks or registered trademarks of Text Mercato or our affiliates, vendors, licensors or any other entity that has a professional relationship with us, as the case may be. You may not use, copy, reproduce, republish, upload, post, transmit, distribute or modify the Marks in any way, including in advertising or publicity pertaining to distribution of materials on this Website, without our prior written consent.
- 3.4. We may display your company or business name, logo, images or other media as part of the service Text Mercato provides and/or other marketing materials relating to the Website, except where you have explicitly requested that we do not do this and we have agreed to such a request in writing.
- 3.5. You acknowledge that we may use the public description relating to the service we provide you and the content of your profile information on the Website for marketing and other related purposes.

4. No Warranties

THE WEBSITE AND/OR SERVICES ARE PROVIDED TO THE USER ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT POSSIBLE, PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE AND/OR SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. THE USER ACKNOWLEDGES AND AGREES THAT ANY ACCESS TO OR USE OF THE WEBSITE AND/OR

SERVICES IS AT THE USER'S OWN RISK. WE CANNOT WARRANT THAT CONTENT, IN THE WEBSITE AND/OR SERVICES OR ELSEWHERE, WILL BE FREE OF MATERIAL THE USER MAY FIND OBJECTIONABLE OR OTHERWISE INAPPROPRIATE OR OF MALWARE OR OTHER CONTAMINANTS THAT MAY HARM THE USER'S COMPUTER, MOBILE DEVICE, OR ANY FILES THEREIN. WE DISCLAIM ANY RESPONSIBILITY OR LIABILITY RELATED TO THE USER'S ACCESS OR USE OF ANY CONTENT AVAILABLE ON THE WEBSITE IN ANY FORM OR MANNER.

5. Limitations and Exclusions of our Liability

- 5.1. Our Website and its contents are provided for general information purposes only and nothing on our Website or in its contents is intended to provide any professional advice. We do not accept any responsibility for any loss which may arise from reliance on information or materials published on the Website.
- 5.2. We are not responsible or liable for any matter relating to you or any third parties accessing or using this Website and its contents. We do not endorse nor are we responsible for the contents of websites operated by third parties that link to this Website.
- 5.3. Any links to third-party websites are provided solely as a convenience to you. We are not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites. If you link to third-party websites, you do so at your own risk.
- 5.4. Notwithstanding anything contained in these Terms, to the maximum extent permitted under applicable laws, in no event shall we be liable for any loss of use, loss of business, lost profits, or lost data, or indirect, special, incidental, or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if we have been advised of the possibility of such damages.
- 5.5. Subject to the aforementioned under Clause 5 of these Terms of Use, any claim for damages shall be limited to INR 100 and shall specifically exclude any and all third-party claims.

6. Indemnity

The User agrees to defend, hold harmless and indemnify us and our trustees, sponsors, contributors, employees, officers, agents and other Users from and against any claims, actions or demands arising out of, resulting from or in any way related to the User's access and use of this Website or any Content, including any liability or expense arising from any and all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

7. Miscellaneous

- 7.1. Our rights under the Terms and the Privacy Policy may be waived only in writing and specifically.
- 7.2. We reserve the right to change or update the Terms at any time following notice on our Website. Such changes shall be effective immediately upon posting and it is advised that you refer to the same on a regular basis. Your continued use of our Website after these changes will constitute your acceptance of these changes. If you do not agree with such changes to our Terms, you should immediately cease using our Website.

- 7.3. Without prejudice to the User's rights under the Terms, if the User breaches the Terms in any way, we may take such action as we deem appropriate to deal with the breach, including without limitation, suspending the User's access to the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or initiating court proceedings against you.
- 7.4. We may transfer, sub-contract or otherwise deal with our rights and/or obligations under the Terms without notifying the User or obtaining the User's consent. The User shall not transfer, sub-contract or otherwise deal with its rights and/or obligations under the Terms.
- 7.5. If a provision of the Terms 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 deleted or suitably modified (at our sole discretion), and the rest of the provision will continue.
- 7.6. These Terms of Use and the Privacy Policy shall be construed in accordance with the laws of India, without regard to conflict of law principles. Any action relating to the Terms shall be submitted to the exclusive jurisdiction of the courts in Bangalore, Karnataka, India.
- 7.7. These Terms of Use were last updated on June 2018