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You agree, undertake and confirm that your use of Website/Application shall be strictly governed by the following binding principles:

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- (ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy,

hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

- (iii) is misleading in any way;
- (iv) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (v) harasses or advocates harassment of another person;
- (vi) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- (vii) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- (viii) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
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- (x) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- (xi) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- (xii) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (xiii) contains video, photographs, or images of another person (with a minor or an adult).
- (xiv) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (xv) solicits gambling or engages in any gambling activity which we, in our sole discretion, believes is or could be construed as being illegal;
- (xvi) interferes with another USER's use of the Website or any other individual's User and enjoyment of similar services;
- (xvii) refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of Terms of Use.
- (xviii) harm minors in any way;

- (xix) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- (xx) violates any law for the time being in force;
- (xxi) deceives or misleads users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (xxii) impersonate another person;
- (xxiii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- (xxiv) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- (xxv) shall not be false, inaccurate or misleading;
- (xxvi) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- (xxvii) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

3. Indemnification.

You agree to indemnify, defend and hold harmless PINC Insure, its team of skilled and preserving associations, entire staff and any third party information providers to the Service from and against all losses, expenses, damages and costs, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing the Service.

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You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about PINC Insure or domain name used by PINC Insure including the terms, www.pincinsure.com, or otherwise engage in any conduct or action that might tarnish the image or reputation, of PINC Insure or sellers on platform or otherwise tarnish or dilute any PINC Insure's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or PINC Insure's systems or networks, or any systems or networks connected to PINC Insure.

You shall not probe, scan or test the vulnerability of the Website/Application or any network connected to the Website/Application nor breach the security or authentication measures on the Website/Application or any network connected to the Website/Application. You may not reverse look-up, trace or seek to trace any information on any other User or visitor to Website/Application, or any other customer, including any account on the Website/Application not owned by you, to its source, or exploit the Website/Application or any service or information made available or offered by or through the Website or Application, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website/Application.

This Agreement shall all be governed and construed in accordance with the applicable laws to agreements made and to be performed in India. You agree that any legal action or proceeding between PINC Insure and you for any purpose concerning this Agreement or the party's obligations hereunder shall be brought exclusively in an exclusive jurisdiction of Mumbai, Maharashtra, India according to Indian law. Any cause of action or claim you may have with respect to the Service must commence within a one month of the claim or cause of action arisen else such claim or cause of action is barred. PINC Insure failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. PINC Insure may assign its rights and duties under this Agreement to any party at any time without notice to you.

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