

Limitation of Liability

- Updating our Terms

There are many reasons for updating terms or revise an existing one (Some of them are):

- Continuously building our policies to meet the needs of our community
- Suggestion from external stakeholders that a particular policy fails to address an issue that's important to them.
- Media draws attention to a policy gap
- Members (employees, contractors, and out-sourcing partners are responsible for enforcing the Community Standards) feedback about trends or need for policy clarification
- Feedback of our Research team (both within Product Policy and in other parts of the company)

In addition to above, we are continuously engaged in upgrading or improvisation of our services, introducing new products in market or up gradation of existing products. This leads to modification on terms or policies. Also, we continuously strive to benchmark ourselves with competitors or adopt best practices prevailing in market. This leads to modification or updating our Terms.

We notify to Users by Phone details, Registered Email within reasonable time. (Please note that reasonable time belongs to us and it also depends upon nature of update and change in terms. It may happen that any update / change in terms can be without sufficient notice period which can be due to change in government policy / notification / statutory and regulatory changes. While in case of any update due to up gradation of any product line or change in policy as adoption of best practice will be notified at least 3 weeks in advance with modes prescribed above.)

We hope that you understand and co-operate us in making SUFFRAGE as one of the better platform of Social Media and become our invaluable partner in making next level Social Media Platform. In case you wish to discontinue or wish to no longer associate with us, you may de-activate your account. (Please refer Account Management Policy)

You also need to understand that we believe in principle of "Serving our Customers to best possible effort". And therefore, we have developed "Stakeholder Engagement Policy" wherein we also take and incorporate feedback of Users in policy and procedures to be followed in SUFFRAGE.

At all times, you agree to comply with each of our Policy and any non-compliance to Policy by you (intentionally or un-intentionally) will make you liable and not us.

We continuously strive to ensure adherence and have adopted zero tolerance towards any non-compliance. You may refer "Hyperlink to Prohibited Content Policy" or

“Hyperlink to Intellectual Property Rights Management Policy”. These are few examples which will give you idea of efforts undertaken by us in adherence to policies and procedures.

It may happen that in course of dealing with overLive accounts, we may miss any such element which is not in adherence to our policies and procedures. We request other Users to voluntarily highlight such cases over **report@suffrage.in** email immediately. In case, if it is not highlighted, by accepting to our Community Standards and Terms of Service, you agree that you hold yourself responsible in case of any non-compliance to policies and procedures.

- **Limits on Liability**

As mentioned above, we work hard to guide Users what is best for them and what products are applicable for them. However, we deal with “Present Scenario” and not “Future Scenario”. It does not mean that we have not adopted futuristic approach or we do not have adopted measures to secure future or any contingency. But we cannot guarantee the same. Or we cannot guarantee that everything will function without disruption, delays and adequate security all the time. Yes, we have adopted Contingency Plan in form of **Business Continuity and Disaster Recovery**

We also provide “DISCLAIME ALL WARRANTIES

- **EXPRESS OR IMPLIED**
- **INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, TITLE AND NON-INFRINGEMENT**

You need to understand that certain things are un-controllable. Say e.g. You cannot expect us to control what User should post and should not. What best we do is issue warning signals to Users and subsequently suspend accounts of User. We cannot be held responsible or liable for User actions. Our liability exists to the extent of action that we should take. We cannot predict when issues may arise with our Products.

Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstances will we be liable to you for any lost profits, revenues, information or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these.

SUFFRAGE shall not, under any circumstances, be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the SUFFRAGE Platform and any data derived through such Platform, whether based on breach of contract, breach of warranty, including negligence, product liability or otherwise, or any other pecuniary loss, whether or not SUFFRAGE has been advised of the possibility of such damages. Under no circumstances shall SUFFRAGE be liable to you for any amount.

- **Disputes Resolution**

We strive hard to serve our customers and we strive to the optimum extent to fulfill customer commitments. In case of any complaints from customers, we have developed **Grievance Redressal Policy** specially.

This covers Escalation Matrix up to discussion with Management. In case of non – resolution of complaint still, then it will lead to Legal Matter and the same shall be undertaken through Arbitration and Conciliation Act, 1996.

Any disputes, differences relating to this platform or any interpretation thereof shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. Venue of Arbitration shall be exclusively Mumbai and Award shall be final and binding on the Parties.

- **Miscellaneous**

- The combined Policies, Terms of Service, Community Standards are combined and termed as Contract of Service between SUFFRAGE and you. By accepting our policies and above referred documents, you abide yourself for adherence and become liable for anything in violation to said policy and documents.
- Some of our Services consist of Supplementary Terms and Conditions. There shall be separate contract which would be executed with you. The said shall be countersigned by both the parties. In case of any person signing on your behalf, shall be accompanied by Power of Attorney for doing so. In case of conflict between Policy documents and Supplementary Terms, Supplementary terms shall supersede and considered binding on both parties.
- Anything you do on our platform is not transferable without our written consent.
- We reserve all rights not expressly granted to you.
- We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential. Also, it is at our discretion to determine what should be consider and what not. You may refer **Stakeholder Engagement Policy**
- You may refer **Community Standards** and **Terms of Service** for further detailed terms and conditions
- SUFFRAGE failure to exercise or enforce any right or provision of the SUFFRAGE Platform Terms shall not constitute a waiver of such right or provision

- For all purposes of SUFFRAGE Platform Terms, you and SUFFRAGE shall be and act independently and not as partner, joint venture, agent, employee or employer of the other. You don't have any authority to assume or create any obligation for or on behalf of SUFFRAGE, express or implied, and you must not attempt to bind SUFFRAGE to any contract.
- The words "include" and "including", and variations thereof, will not be deemed to be terms of limitation, and will be deemed to be followed by the words "without limitation". Any provision of these Terms, which ought to survive, shall survive any termination or expiration of these Terms. We have explicit right to monitor or audit your compliance with these Terms and to update these Terms from time to time. We can change the terms without notice and/or by notice effected by an update in the "last modified" date. Your continued use of the constitutes acceptance of those changes.

