



Scattr : Terms of Services



Last Updated : 7th Oct 2022

Introduction

Thank you for choosing to be a part of Scattr ! This Platform which term includes the website located at scattr.io, including all sub-domains and associated websites, mobile applications, any and all other platforms on which content is accessed, published, or distributed, and all associated products, services, and content made available through any of the foregoing is owned and operated by Scattr (“ Scattr.io “,Company”, “Us, “We”). By accessing our Platform through the mobile app, website, or using any other Scattr product or service, you indicate your agreement to these Terms of Service (“Terms”), and any other applicable Policies that govern its relationship with its users (“Users, You”).

Please read these Terms and other applicable documents carefully before proceeding to use the Platform. While we will make all reasonable efforts to inform you of any changes to these Terms, you must also exercise reasonable caution in checking this page for the most up to date version of the Terms. We reserve the right to amend or modify these terms at our sole discretion, without prior notification to you.

These Terms constitute a legally binding agreement between you and Scattr.

1. Acceptance of Terms

By continuing to access our Platform, you acknowledge and agree that you are over the age of 13 as of the date of accessing the Platform, and that you agree to these Terms. If you are under the age of 13, please do not use the Platform without appropriate parental supervision. No part of our Platform is designed or intended for unsupervised Users under the age of 13. We encourage parents and guardians to monitor the internet usage of their wards, including access to the Platform. If we determine that a User is under the age of 13 (regardless of parental approval), we may at our sole discretion

terminate their account, along with any personal user data that we might have gathered, as soon as is commercially reasonable. Notwithstanding anything above, if you are a parent/guardian and you permit your ward to use the Platform, you acknowledge and agree that you are solely responsible for monitoring your ward's use of our Platform and further to absolve Scattr of any liability arising out of such use. If you are accessing the Platform on behalf of a legal entity (such as a business), the entity accepts these Terms. The entity agrees to indemnify Scattr and its employees, directors, and affiliates from any suits, claims, legal proceedings, or actions arising out of or in connection with your/its use of the Platform, including but not limited to costs incurred in respect of claims, damages, losses, and attorney fees.

2. User Account

We reserve the right to require you to create a User Account in order to access parts or all of the Platform. You are responsible for all activities that take place on your account, and for ensuring that your login details remain confidential. If you share access to your account, any person accessing the Platform through your account is also bound by these Terms. We do not accept any liability for any losses that you may incur as a result of unauthorized access to your account. You may, however, be liable for any losses that Scattr incurs as a result of such unauthorized access. You agree to provide us accurate and complete information when creating your account with us. You may never use another person's user account or registration information without permission. You must notify us immediately of any change in your ability to use the Platform, breach of security or any unauthorized use of your account. You should never publish, distribute or post login information for your account. Your access to the Platform or certain parts of it, including the kind of content you can post, is subject to the nature of the User Account that you create. Certain types of User Accounts may be allowed to post a wider variety of content than others. The rights and access granted to each type of User Account is determined at our sole discretion. We reserve the right to delete, suspend, or remove access to your account, at our sole discretion, including for your non-compliance with these Terms. You may delete your account with us at any time. When you delete your account with us, we will process any data you have provided us previously in accordance with our [Privacy Policy](#).

3. Content

You may submit content to the Platform, including but not limited to comments, text, or other multimedia, provided that such content is in line with these Terms and our Community Guidelines, as updated from time to time. Notwithstanding anything else in these Terms, you are solely responsible for any and all content you submit onto the Platform, including any and all risks related to its publication and display, including someone else's reliance on its accuracy and any claims relating to intellectual property or other legal rights. If you are an author commissioned to provide content by Scattr ("Works"), you accept and acknowledge that all copyright in such Works commissioned by Scattr vests with Scattr, as per the terms of the Publishing Agreement executed by you earlier. Ownership of any Works created under any agreement with Scattr other than these Terms shall be determined according to the provisions of the Agreement under which it was created. You acknowledge and agree that any content you submit onto our Platform will not violate the intellectual property or other rights of any third party. You further acknowledge and agree that any content you submit onto our Platform is either owned by you or you have the necessary licenses to do so (including to grant sublicenses), and that all content submitted to the Platform (including the Works of Scattr-commissioned authors) is original and free from plagiarism. We do not review content for plagiarism and therefore will not be held liable if any content posted is in violation of any third-party's rights. Links to any third-party content does not mean that we endorse or agree with it, and we are not responsible for the accuracy or quality of services provided thereon. We are not able to control how third parties may process/use your personal data, or the quality of their services, and we disclaim all liability from any damages that you may incur as a result of the same. We may enable advertising on the Platform in order to help us run the Platform. We may also use content submitted on the Platform for marketing/promotional purposes. We do not validate or endorse any content submitted onto the Platform, and disclaim any and all liabilities arising out of or in connection therewith. We do not allow the infringement of copyright on the Platform, and will remove any content that we deem to be in infringement of a third-party's rights.

4. Intellectual Property

All rights, titles, and interests in and to the Platform are owned, licensed or otherwise controlled by Scattr . This includes, without limitation, the Platform's look and feel, source and object code, visual design elements, trademarks (whether registered or not), and any other works protectable under intellectual property or other applicable laws. We

do not own your content and make no claims to the rights in copyright therein, notwithstanding the provisions of Section 3(b) and the license granted to us by virtue of Section 3(d) above. By agreeing to these Terms and subject to your compliance thereof, Scattr grants you a non-exclusive, non-sublicensable, non-transferable license to the rights in the Platform for the sole purpose of accessing the Platform and the content thereon. Nothing in these Terms shall, without the express written consent of Scattr, be deemed to create any rights in any subject matter over and beyond the expressly stated scope as mentioned in these Terms. Scattr is committed to respecting intellectual property rights. If you feel that any content on the Platform is infringing on any copyrights, please let us know. We reserve the right to determine if any content on the platform is in violation of copyright or any other violation of these Terms.

5. Use of the Platform

Your use and Access to the Platform is subject to your full compliance with these Terms, as well as our applicable policies and Community Guidelines. We reserve the right to revoke your access to the Platform at any time if we, at our sole discretion, determine that you are in violation of any of these. Examples of activities which violate these Terms (in addition to the standards set forth in our Community Guidelines, and without limitation) are:

- Attempting to alter or modify any part of the Platform.
- Using automated systems that access the Platform in a manner that attempts to forge the presence of a user accessing the site for the purpose of artificially increasing engagement, interaction or any metrics that we track.
- Collection of any personally identifiable information, including user account names, from the Service, nor to use the communication systems provided by the Platform (e.g., comments, posting) for any commercial solicitation purposes. Notwithstanding the foregoing, we may allow public search engines permission to use necessary tools to index content from the Platform, for marketing/publicity/visibility purposes. In addition to complying with these Terms and our policies, your use of the Platform is subject to your compliance with all applicable laws of your jurisdiction. We may suspend/deactivate your account if it is brought to our attention that your conduct is illegal in your jurisdiction.

6. Representations and Warranties

By accessing the Platform and submitting/viewing content thereon, you represent and warrant that:

- You accept and agree to abide by all of the Terms contained herein and you represent and warrant that you are not, and will not be, under any disability, or other restriction, which prevents your ability to enter into, perform in accordance thereof, and comply with all of these Terms and our applicable policies and guidelines. You acknowledge that you are at least 13 years of age. In the event that you are under the age of 13, your parent/guardian acknowledges that they are aware of your use of the Platform, has consented to the same, and agrees to release Scattr from any liabilities that may be incurred due to your use of the Platform. Scattr may still choose to delete your account and personal data at our sole discretion if we determine that you are under the age of 13;

- All Comments submitted via your Account, whether by you or not, to the Platform comply with these Terms, will be considered non-confidential and non-proprietary, do not infringe on the contractual, intellectual property, privacy, publicity, or other rights of any third party, you have all necessary licenses, rights, consents, and permissions to use all Comments (including, without limitation, the understanding that all costs, expenses, and payments of any kind associated with such clearance are your responsibility), and you otherwise will comply with all applicable laws, rules and regulations regarding your use of the Platform;

- You will not, via the Platform or otherwise, cause damage to the Platform or impair the availability or accessibility of the Platform in any way which is fraudulent, unlawful, illegal, or harmful, including, without limitation, modifying, adapting, bypassing, or hacking the Platform to change, de-encrypt, interrupt, destroy, or limit the functionality of our, or other users' computer software, hardware or telecommunications equipment or attempt to gain unauthorized access to our servers or computer system or engage in any activity that interferes with the performance of, or impairs the functionality of, the Platform. Without limiting the foregoing, you must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Platform, the servers on which the Platform is stored, or any server, computer or database connected to the Platform. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity and any other relevant information to them as may be required to support law enforcement activities;

- You will not upload, post, host, or transmit unsolicited correspondence, emails,

“spam” messages, worms, or viruses or any code of a destructive nature to the Platform nor contact any other visitor or user of the Platform for any illicit purpose or who has requested not to be contacted; access the Platform through unpermitted means;

- You will not link to our Platform in a way that is unfair, illegal, is likely to cause damage to our reputation, or suggests our approval or endorsement of you or your content when no such approval or endorsement exists;
- You agree to not remove, or tamper with any copyrights, trademarks, service marks, or other legal notices present on the Platform;
- You will expressly adhere to these Terms, our Community Guidelines, and any other documents referred to herein;
- You may not use the Platform in any other way not expressly stated herein.

7. Disclaimers

The Platform and content thereon are provided AS IS. We do not make any representations or warranties regarding the accuracy or validity of any content provided thereon. While we will make reasonable efforts to ensure the accuracy of any content displayed on the Platform, we shall not be held liable for any discrepancies in this regard. We do not monitor all of the content submitted on the Platform. This includes without limitation, comments, posts, books, or any other material. Therefore, nothing posted on the Platform implies that we approve, endorse, or are aware of such content, including without limitation, offensive, objectionable, obscene, or illegal content. If you come across such content on the Platform, please let us know and we will review it before taking a final decision. We do not guarantee that the Platform or any part thereof will always be accessible and available to you. You are responsible for backing up and storing any information or content that you may wish to, subject to compliance with these Terms. We cannot guarantee the veracity of user identities. If you believe that a user is misleading or catfishing you, please let us know along with appropriate proof so that we may investigate. Notwithstanding the foregoing, we disclaim all liability from any actions that may arise out of such incidents. If any content on the Platform or other intellectual property is infringed upon by a third party, we are under no obligation to pursue legal action on your behalf. This also means that we have no obligation to issue infringement notices to any third-party. Notwithstanding the foregoing, if an intellectual property infringement occurs on the Platform, we will remove such infringing material after investigation in accordance with these Terms. To the fullest extent possible under applicable law, we disclaim all warranties, whether express or implied, including without

limitation, warranties of fitness, merchantability, or for a particular purpose, in respect of the Platform.

8. Indemnification

You shall defend and hold harmless Scattr and any of its directors, employees, consultants, retainers, agents, and affiliates from any and all liabilities, costs, claims, damages, losses, or injuries arising out of or in connection with your use of the Platform. Some jurisdictions do not provide for the exclusion of implied warranties on applicable statutory rights; or limitations on a contracting party's liability with regards to damages or death caused due to its negligence or intentional misconduct. Accordingly, in such jurisdictions, you shall indemnify Scattr to the fullest extent possible under applicable law.

9. Limitation of Liability

Notwithstanding anything to the contrary contained herein, to the fullest extent permissible by applicable law, Scattr shall not be liable to you for any direct, indirect, special, incidental, consequential, exemplary, extra-contractual, or punitive damages of any kind whatsoever, which are in any way related to the Platform or these Terms, (including, without limitation, contract, tort, personal injury, property damage, negligence, warranty, or strict liability) whether or not Scattr has been advised of the possibility or probability of such damages, and even if the remedies otherwise available fail of their essential purposes. In all cases, Scattr will not be liable for any loss or damage that is not reasonably foreseeable. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE PLATFORM IS TO STOP USING THE PLATFORM. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. Fees & Payments

There are premium fees applicable in respect of some services available on the Platform. By selecting a premium service, you agree to pay Scattr the applicable one-time monthly or annual fees. Payments will be charged on the day you sign up for a premium service. Premium service fees are not refundable.

12. General Terms

Amendments – The conditions set forth in these Terms may change from time to time. While we will attempt to notify you of major changes, we recommend that you regularly check this page for any update to the Terms. Please note that your continued use of the Platform after any change means that you agree with, and consent to be bound by, the new Terms. If you disagree with any changes in the Terms and do not wish to be subject to the revised terms, you will need to deactivate your account and/or stop using the Platform.

13. Contact

If you have any questions or concerns regarding these Terms, please feel free to reach out to us at the details below:

Email ID: hello@scattr.io