

# [Jugaadoos the past 6 months.4 accountability for advertising](https://assignbuster.com/jugaadoos-the-past-6-months4-accountability-for-advertising/)

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JUGAADOOS TERMS OF USEWelcome to Jugaadoos. The Jugaadoos website is an Indian Classified website(Head Office at New Delhi, India). By accessing Jugaadoos, you agree to the presentation outlined in this legally binding Terms of Use (“ TOU”) agreement. This policy is effective as of December 31, 2017. USING JUGAADOOS1. SCOPE OF AGREEMENTThe usage of Jugaadoos is bound by the TOU set by Jugaadoos Policy. Failure to comply with any of the spells out terms in this agreement may result in the suspension or termination of your account, and in some instances legal actions if required.

2. OBJECTS OF AGREEMENT, RIGHTS OF THIRD PARTIES2. 1 The Jugaadoos website is a platform where users can publish and respond to classified ads. Users are solely held responsible for the content they submit on Jugaadoos, as well as any consequences that arise from doing so. 2. 2 Jugaadoos is not involved in any transaction, contract and/or arrangement that might occur between and among users and third parties. The conclusion of such transactions, contracts and/or arrangements remain the business of the users and the third party.

3 USER INFORMATION AND REGISTRATION, PURPOSE OF ADVERTISEMENT(S)3. 1 The usage of Jugaadoos’s services is essentially available for everyone. A user registers on Jugaadoos by filling out the provided online registration form, and by doing so affirm that the information provided is accurate and true. The registration progress is complete when the account becomes active. The user is obligated to promptly inform Jugaadoos of any changes to their account information. 3. 2 The user may resign from this agreement at any time.

Sending an email to the Customer Support Team through the contact form should suffice. Jugaadoos reserves the right to a grace period of 14 days before terminating the agreement. Blocking an account remains the right of Jugaadoos, as stated in clause 4. 3. 3. 3 An entry on Jugaadoos, referring to a classified ad, can only materialize/be published online via the following methods:          – Jugaadoos confirms the entry through an email, or          – Jugaadoos implements the entry and publishes it online.

3. 4 Jugaadoos reserves the right to refuse a user’s classified ad entry under certain circumstances. This applies when the content of a classified ad goes against this agreement, violates laws and local authority regulations, interfere good intentions, morals and customs or when Jugaadoos is used for unsuitable purposes. 3.

5 Jugaadoos reserves the right to delete the accounts of non-registered users as well as registered users whose account(s) has/have been inactive for the past 6 months. 4 ACCOUNTABILITY FOR ADVERTISING CONTENT AND TRUTHFULLY-SWORN STATEMENTS/INFORMATION4. 1 The user is legally and solely responsible for the content of the advertisement(s) placed on the Jugaadoos website.

The user is appreciated to provide complete, true and approved correct information about their name, contact details, business details (if applicable) and must provide sufficient descriptions in regard to the advertisement being placed. The user agrees to place their advertisement under the correct category within the website. Jugaadoos reserves the right to move advertisements to a more appropriate category.

The user is appreciated to comply with the Jugaadoos TOU and is expected to adhere to these terms when interacting with other Jugaadoos users. The placement of duplicate/similar ads on the website is prohibited. Business owners offering items and services are thankful to inform consumers about consumer rights and the rights of withdrawal/cancellation, should this apply. 4. 2 The user is not allowed to post content on the Jugaadoos website that breaches this agreement, applicable rights and/or third party rights. Prohibitions for the Jugaadoos user include:       – Violating the law or going against the Prohibited Policy.

– Conducting business in a dishonest and/or deceptive manner.       – Violating the rights of the third party.       – Spamming and posting chain letters.       – Using virus(es) and other technical items that may cause damage to Jugaadoos or the interest of the users of Jugaadoos.       – Causing excessive burden on the Jugaadoos infrastructure and the smooth running operations of the Jugaadoos website.       – Copying, duplicating, modifying or distributing the content of other advertisements.       – Collecting information from other users such as email addresses from the site itself, or from other users without the approval of the user.

– Bypassing measures that serve to limit and/or prevent access to Jugaadoos.       – Content that is abusive, libelous, defamatory, that promotes or incites violence, terrorism, illegal acts, or hatred on the grounds of race, ethnicity, cultural identity, religious belief, disability, gender identity                or sexual orientation or is otherwise objectionable in Jugaadoos’s reasonable discretion. 4.

3 Jugaadoos has the right to block, delete or freeze advertisements, accounts or memberships that are deemed to contain prohibited content (refer to 4. 2). Jugaadoos also has the right to warn the user and freeze their account for a certain period of time or permanently and to resign from the agreement/contract. In this process Jugaadoos gives due respect to the legitimate interest of the user. Users claims, e. g.

for reimbursement for already paid items/services will not be honored when the Prohibited Content Policy is breached. 5 INDEMNIFICATION/EXEMPTIONSJugaadoo users are obliged to release Jugaadoos from any claims or lawsuits brought forward by other Jugaadoos users or third parties who have been in any way affected by an advertisement’s content. Jugaadoos users must shoulder any costs/claims arising from lawsuits directed at Jugaadoos, including all legal and juridical costs. 6 DUES/FEES6. 1 The usage of Jugaadoos website is essentially free of charge. However, Jugaadoos reserves the right to charge fees for special services and site features as well as the publication of online advertisements under specific/certain categories on the site. 6. 2 All fees shall be reflected and charged in the respective currency.

Jugaadoos reserves the right to charge in other currencies for technical reasons. 6. 3 Each and every fee shall be due for immediate payment and shall be paid for/settled using the different methods of payment offered on the website. Costs that may arise from aborting the payment collection shall be shouldered by the user and not Jugaadoos. 6. 4 The user shall be informed about new invoices via an email that provides a link to the user’s account. the invoice(s) can then be downloaded from this page. Jugaadoos ensures the protection of the user by sending these emails only to the registered email address on Jugaadoos.

6. 5 The services are provided exclusively to commercial businesses, declaring their consent to tax liability – limited to the Value Added Tax (VAT/GST/Sales Tax). The recipient must be registered for VAT, GST, Sales Tax.

With the conclusion of the contract, the recipient of the services agrees, that the VAT, GST and Sales Tax on a taxable supply is payable by the recipient and not by the supplier. The recipient is responsible for the timely application of the Tax (VAT, GST, Sales Tax). 6. 6 In the event of delayed payments for these services, Jugaadoos reserves the right to suspend the execution of the said services(s) and restrict the access of the user until the amount due has been paid. 6. 7 Jugaadoos reserves the right to change/modify the fees for services associated with premium features on the website without prior notice.

7 ADVERTISEMENTS WITH PREMIUM FEATURESJugaadoos users may purchase premium features for their advertisements. Should the user choose to delete the advertisement before the purchased time frame has lapsed, this revokes the right of the user to retain or reuse the rest of the “ unused” purchased time. Jugaadoos does not reimburse the user for any portion of a discounted premium feature/service. 8 PREMIUM ACCOUNTS / VIP MEMBERSHIPSIn addition to the free Jugaadoos account, users have the option to purchase a Premium Account, and some are invited to purchase a VIP Membership.

The user can then select from multiple plan durations. Upon the deletion of an account or membership before its selected duration has passed, the remainder of the duration is forfeited. The amount already charged will not be reimbursed. Automatic RenewalsIf the user opts for the automatic renewal ( for example, of a Premium Account or VIP membership), the duration will automatically renew according to the originally selected duration. Promotions, such as free added months to the duration by purchasing within a particular period of time, are not carried over upon automatic renewal.

9 PUBLICATION OF ONLINE ADVERTISEMENT(S) ON RELATED INTERNET PLATFORMS OWNED BY JUGAADOOSJugaadoos reserves the right to republish advertisement(s) on Jugaadoos and on other websites owned by Jugaadoos. 10 MODIFICATION OF ADVERTISEMENT CONTENT10. 1 The Jugaadoos user may at any time modify or delete their advertisement. 10. 2 The Jugaadoos user has the right to demand the removal or deletion of the user’s own ads from the website.

Jugaadoos shall be ready to comply with this request immediately. However, due to technical reasons, this usually takes a period of up to 24 hours. 11 LIABILITY LIMITATIONSThe user agrees not to hold Jugaadoos responsible for thing other users post or do. As most of the content on Jugaadoos comes from other users, Jugaadoos does not guarantee the accuracy of postings, user communications or the quality, safety, or legality of what’s offered. Continuous or secure access to Jugaadoos’s services cannot be guaranteed. To the extent legally permitted Jugaadoos expressly disclaims all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. Jugaadoos is not prone for any loss, whether of money (including profit), goodwill, or eminence, or any special, indirect, or consequential damages arising from the usage of the Jugaadoos website, even if Jugaadoos has been advised or could have reasonably foreseen the possibility of any such damage occurring.

Some sovereignty does not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to the user. 12 MISCELLANEOUS12. 1 The transfer of rights and obligations of Jugaadoos users to third parties requires the approval of Jugaadoos. 12. 2 The disclosure of login details and passwords to third parties, including Jugaadoos users, is prohibited. 12. 3 If the customer/user is a merchant or a legal entity of public law or constitutes special funding under public law, the place of jurisdiction is agreed upon to be in New Delhi, India.