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Terms of Use

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Registered under Companies Act, 2013

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IEC: AAACQ5576E

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Human resource: hr@quodroid.com

Finance: finance@quodroid.com

Operation: operations@quodroid.com

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Introduction

Our mission is to help business leaders scale their businesses using new innovative methods. To help our mission, our website, being a blog, targets the business leaders around the globe. Through our website, we provide various tips and techniques for such business leaders to scale up their businesses using digital workflows and theory of constraints.

These Terms of Use, also known as 'Terms of Service' or 'Terms & Conditions' (hereinafter simply referred to as the "Terms") shall govern the relationship between **QuoDroid Software Development Private Limited**, a private limited company, incorporated under the provisions of Companies Act, 2013, and having its registered office at **Flat no-C, 2nd Floor, 56/9, Rammohan Mukherjee Lane, Shibpur, Howrah, West Bengal - 711102, India** (hereinafter referred to the "Company" or "QuoDroid" or "Us" or "Our" or "We") and you (hereinafter referred to "You" or "Your" or "User" or "Users" or "Customers") and shall also govern your use of **www.quodroid.com** (hereinafter referred to as the "Website" or "Site").

Please read these Terms carefully, as they form the entire agreement between you and QuoDroid.

Additionally, how we collect, use, store, share and transmit your data is governed by our [Privacy Policy](#) statement. These **Terms of Use** shall be read in conjunction with our **Privacy Policy** statement.

Acceptance of the Terms of use

By accessing or using or registering on the Website in any way, you hereby represent that:

- a. You have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time at the Website.
- b. You are of sound mind and of the age of majority as per the jurisdiction in which you reside, in order to form a binding contract with us. *In case you are not of the age of majority, then you must have the permission of your lawful guardian to access the Website.*

Accounts, Passwords and Security

Account Registration

To access various parts of the Website, and to avail various services, you might be required to register and create an account with us. When setting up and maintaining your account, you must provide accurate and complete information about yourself. As part of the registration process, you will create a password and an account.

Social Media Signup

You also have an option of signing up using social media accounts, such as Google and Facebook. In case, you chose to sign up using any of the social media account, you will be re-directed to the website of such social media account, and therefore, in addition to these Terms and our Privacy Policy, you will also be subject to the terms and privacy policy of such social media website.

Security

You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your account, including, without limitation, all actions by sub-users registered under your account.

Use of the Website

The following lays out the manner in which you can use the Website and lists the things that you cannot do in respect of the Website, or the content published on the Website.

Things that you are allowed to do

- a. **Directions of Use:** You must follow any and all guidelines, policies or directions of use as associated with each of the services on the Site.
- b. **Information:** Whenever prompted, you must provide us with the correct, accurate and updated information.
- c. **Material:** For the purposes of these Terms, “material” shall mean any text, video, graphics and sound material, published on the Website, whether a copyright of QuoDroid, its licensors or any third party. You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on the Website. You must not reproduce any part of the Website or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless we have indicated that you may do so.

Things that you cannot do

- a. You can't impersonate others or provide inaccurate information.
- b. You cannot create duplicate accounts.
- c. You must not misuse or interfere with the Website or try to access it using a method other than the interface and the instructions that we provide. You may use the Website only as permitted by law and as per the directions provided by us. Unless otherwise expressly stated, you may not access or use the Website or its content, or any portion thereof, for any commercial purpose.
- d. You must not:
 - 1) republish material from this Website;
 - 2) sell, rent or sub-license material from the Website;
 - 3) show any material from the Website in public without our consent;
 - 4) redistribute material from the Website, except for content specifically and expressly made available for redistribution with our written consent and according to our terms;
 - 5) infringe or violate our Intellectual Property Rights or Intellectual Property Rights of our licensors, vendors or any third party;
 - 6) We reserve the right to restrict your access to any areas of the Website, or indeed the whole website, at our discretion.
- e. You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- f. You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.
- g. You must not conduct any systematic or automated data collection activities (*including without limitation scraping, data mining, data extraction and data harvesting*) on or in relation to the Website, without our express written consent.

In case of your violation or non-compliance of any of the terms mentioned in this Terms of Use, we reserve the right to suspend or terminate your account or your access to the Website, at our sole discretion.

Ownership rights

- a. This Website, its material and content published or appearing on it shall remain the sole property of the QuoDroid or its licensors, as the case may be. Your use of or access to this Website shall not in any way transfer or assign to you any ownership or other proprietary rights in or to this Website, material or any content published by us or by our licensors.
- b. This Website and the content, including but not limited to the trademark, logo, copyright, design, layout, typography, underlying HTML, java scripts, text, images, audio clips, video clips and graphics, and in the expression of the information contained herein, whether as a compilation or otherwise is protected by relevant Intellectual Property laws, rules, and regulations. Content, trademarks, trade names, designs appearing on this Website are the exclusive property of or are licensed to the QuoDroid and are protected.

No use of the content, trademark, trade dress, trade name or design appearing on this Website may be made without the prior written permission of the QuoDroid or where we expressly provide such right.

Privacy statement

In order to see what user data we collect and how we use or store or share such data, and what are your rights as to your data, please refer to the detailed **Privacy Policy** statement available on our Website.

Links to Third party sites

The Website might contain links to third-party websites, products, and services. For example, some of our articles may contain a link to the external source or website for informational purposes. Such Third-Party Links are not under the control of QuoDroid, and QuoDroid is not responsible for any third-party links, or the authenticity or reliability of the information contained therein. We provide access to these third-Party links only as a convenience to you, and do not review, approve, monitor, endorse, warrant, or make any representations with respect to any third-party links (*unless expressly stated otherwise*). You shall use all third-party links at your own risk and should apply a suitable level of caution and discretion in doing so. Whenever you click on such links, you are taken to such third-party website, and you get out of the jurisdiction of our Website. Therefore, you shall be governed by the Terms of use, privacy policy and other policies of such third-party websites and we suggest that you read those policies. In case of any damage due to such action of third-party links, we shall not be responsible.

Copyright Infringement complaints

- a. Please notify us if you believe any of your intellectual property rights have been infringed on the Website. Please file your copyright infringement claim at copyright@quodroid.com for such complaints and claims.
- b. You are required to follow the below procedure to file a claim:
 - 1) Identify in writing the copyrighted material that you claim has been infringed upon;
 - 2) Identify in writing the copyrighted material that has infringed upon your copyright;
 - 3) Provide your current and up-to-date contact information, including your address, contact number, and e-mail address;
 - 4) Provide your physical and/or electronic signature;
 - 5) Send us a written communication copyright@quodroid.com
 - 6) You may be subject to liability as per applicable law, if you knowingly make any misrepresentations on a take-down notice or claim.

Disclaimer

The site is provided on an “as-is” and “as available” basis, and QuoDroid (and our licensors and affiliates) expressly disclaims any and all warranties and conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, fitness for a particular purpose, accuracy, or non-infringement of the content published on the Website. We (and our licensors, affiliates, and vendors) make no warranty (*unless specified otherwise*) that the Site or its content will meet your requirements, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, or safe. *Nothing contained on the Website shall be taken as professional advice.*

Limitation of liability

To the maximum extent permitted by law, in no event shall QuoDroid (or our licensors or affiliates) be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to the Website or its content, even if QuoDroid has been advised of the possibility of such damages. Access to and use of the Site or its content is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

Indemnity

You acknowledge to defend, indemnify, and hold QuoDroid, its directors, officers, employees, and any other licensors (hereinafter referred to as “**Indemnified Party**”) harmless from and against any claim, disputes, fine, liability, demand, or expense (including reasonable attorneys’ fees), made by a third party, relating to, or arising from:

- a. Your violation of our or any third party’s right;
- b. Your wrongful or improper use of products, services, Site;
- c. Your violation of any applicable laws, rules or regulations or any other applicable law through or related to the use of the Website;
- d. Your violation of these Terms or any other policy of QuoDroid as associated with the Website;

The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our services.

Governing law and dispute resolution

Governing Law

These [Terms](#) and [Privacy Policy](#) and any dispute arising out of or relating to the same will be governed by applicable laws of the Republic of India.

Dispute Resolution

- a. **Mutual Discussion:** If in case, any controversy, conflict, or dispute of any nature arises between the you and us (QuoDroid) in connection with the provisions of these Terms, or out of or relating to or in connection with the use of our Website, the parties shall spend at least 15 days to try and use all means to amicably resolve that dispute or conflict or controversy, with mutual discussions.
- b. **Jurisdiction:** If, however, the attempt to settle such a dispute amicably fail, then such controversy, conflict or dispute, shall be referred to and finally decided exclusively by the applicable courts situated in *Howrah, West Bengal (IN)*.

Notices

When you use the Website or send emails to QuoDroid, you are communicating with us electronically. You consent to receive electronically any communications related to your use of this Website. QuoDroid will communicate with you by email or by posting notices on this Website. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If You want to give a notice to us, you can do so by dropping an electronic mail to support@quodroid.com.

Miscellaneous

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.

Waiver

Our failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms.

No Third-Party Beneficiaries

Except as otherwise expressly provided in these Terms of Use, there shall be no third-party beneficiaries to these Terms of Use.

Entire Agreement

The [Terms](#) and our [Privacy Policy](#), together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Agreement between QuoDroid and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (*whether oral or written or visual*) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on the Website.

Updates to these Terms

We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Site after any amendments to the Terms shall constitute your acceptance to such amendments.

Grievance officer

As per the legislation of most of the jurisdiction that we operate in, we are mandated to appoint a Grievance Officer (*or a similar officer*) in order to address the user complaints.

Therefore, in the event you have any grievance regarding anything related to these [Terms](#) or [Privacy Policy](#), or with any content of QuoDroid, in that case you may freely address or write your concerns to the Grievance Officer to:

Name: Saurav Sarkar

Contact: +91 8554827944

Email: complaints@quodroid.com

Feedback or questions

We, at QuoDroid, like to listen to our readers. We welcome your questions or comments regarding the Terms. You can write to us via email: support@quodroid.com.

Last updated by Team QuoDroid on **July 25, 2021**.