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4. PROHIBITED ACTIONS

You agree that the following actions are prohibited and constitute a material breach of these Terms. This list is not meant to be exhaustive, and Juspay reserves the right to determine what types of conduct it considers to be inappropriate use of the Site. In case of inappropriate use, Juspay may take such measures as it determines in its sole discretion.

By way of example, and not as a limitation, you agree that you will not:

- Use the Site or Content for any purpose or to take any actions in violation of local, state, national or international laws, regulations, codes or rules.
- Violate any code of conduct or other guidelines which may apply to any part of the Site or the Content.
- Take any action that places an unreasonable or disproportionately large load on the Juspay's infrastructure or otherwise that may adversely affect performance of the Services or restrict any other user or Juspay from using or enjoying the Site.
- Use the Site for unauthorized framing or linking, or via automated devices, bots, agents, crawl, scraping, scripts, intelligent search or any similar means of access to Content.
- Aggregate, copy, duplicate, publish or make available any Content to third parties outside the Site or Services in any manner, except as explicitly allowed in these Terms.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy or publicity) of others, or impersonating anyone else or misrepresenting your identity of affiliation.
- Upload or transmit files that contain viruses, mal-ware, disabling code, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Falsify or delete any author attributions, legal or other notices, or proprietary designations or labels of origin or source.
- Engage in any other action that, in the judgment of Juspay, exposes it or any third party to potential liability or detriment of any type.

5. WARRANTIES AND DISCLAIMERS

Except as expressly stated otherwise in an agreement between you and Juspay, all information, on the Site is provided on an "as is" basis and Juspay hereby disclaims warranties of all kinds including the implied warranties of merchantability and fitness for a particular purpose. Juspay makes no representations or warranties that the information on this Site is error-free or is made without any omissions, faults and inaccuracies.

6. LIMITATION OF LIABILITY

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our gross negligence or of our employees, agents or representatives; for fraud or fraudulent misrepresentation. Nothing in this section or these terms will affect your statutory rights as a consumer. Except under the circumstances stated above, in no event shall Juspay be responsible or liable to you or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses which may be incurred in connection with any information received by way of the use of the Site.

In addition to and without limiting any of the foregoing, Juspay shall not have any liability for any failure or delay resulting from any condition beyond the reasonable control of itself, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, strikes or other industrial action, power failures and Internet outages.

7. GOVERNING LAW, ARBITRATION, AND JURISDICTION

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon or arising from an alleged tort, shall be governed by the substantive laws of India and courts in Bengaluru shall have exclusive jurisdiction for matters arising out of this Agreement.

8. SEVERABILITY

If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions (unless otherwise specified) thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

9. LIMITATION OF CLAIMS

Any action on any claim against Juspay must be brought by the user within one (1) year following the date the claim first accrued, or shall be deemed waived.

10. GENERAL

Juspay may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you.