

# Terms of Service

## 1. Acceptance of terms

Welcome to GALAXY4U. GALAXY4U provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at:<http://docs.galaxy4u.net/info/terms/>. In addition, when using particular GALAXY4U services, you and GALAXY4U shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time.

All such guidelines or rules are hereby incorporated by reference into the TOS. If you are a homesteader on GALAXY4U's FreeWebHosting Service, please note that GALAXY4U provides a different Terms of Service for you. GALAXY4U also may offer other services from time to time, such as GALAXY4U Store and GALAXY4U Site that are governed by different Terms of Services. These TOS do not apply to the GALAXY4U FreeWebHosting service, GALAXY4U Store or GALAXY4U Site or such other services.

## 2. Description of service

GALAXY4U currently provides users with access to a rich collection of resources, including, various communications tools, forums, shopping services, personalized content and branded programming through its network of properties (the "Service").

You also understand and agree that the Service may include advertisements and that these advertisements are necessary for GALAXY4U to provide the Service. You also understand and agree that the service may include certain communications from GALAXY4U, such as service announcements, administrative messages and the GALAXY4U Newsletter, and that these communications are considered part of GALAXY4U membership and you will not be able to opt out of receiving them.

Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new GALAXY4U properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that GALAXY4U assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **3. Your registration obligations**

In consideration of your use of the Service, you agree to:

- (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and
- (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or GALAXY4U has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, GALAXY4U has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

GALAXY4U is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Service must create a GALAXY4U Family Account. When you create a GALAXY4U Family Account and add your child to the account, you certify that you are at least 18 years old and that you are the legal guardian of the child/children listed on the GALAXY4U Family Account. By adding a child to your GALAXY4U Family Account, you also give your child permission to access all of the Services including, email, message boards, clubs, instant messages and chat (among others).

Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Services and/or Content (as defined in Section 6 below) are appropriate for your child.

### **4. GALAXY4U privacy policy**

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at [www.GALAXY4U.in](http://www.GALAXY4U.in)

### **5. Member account, password and security**

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account.

You agree to

- (a) immediately notify GALAXY4U of any unauthorized use of your password or account or any other breach of security, and
- (b) ensure that you exit from your account at the end of each session. GALAXY4U cannot and will not be liable for any loss or damage arising from your failure to comply with Section 5.

## **6. Member conduct**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not GALAXY4U, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. GALAXY4U does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable.

Under no circumstances will GALAXY4U be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, an GALAXY4U official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;

- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law;
- l. "stalk" or otherwise harass another; or
- m. collect or store personal data about other users.

You acknowledge that GALAXY4U does not pre-screen Content, but that GALAXY4U and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, GALAXY4U and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by GALAXY4U or submitted to GALAXY4U, including without limitation information in GALAXY4U Message Boards, GALAXY4U Clubs, and in all other parts of the Service.

You acknowledge and agree that GALAXY4U may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the TOS;
- (c) respond to claims that any Content violates the rights of third-parties; or
- (d) protect the rights, property, or personal safety of GALAXY4U, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve

- (a) transmissions over various networks; and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **7. Special admonitions for international use**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from India or the country in which you reside.

## **8. Content submitted or made available for inclusion on the service**

GALAXY4U does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant GALAXY4U the following world-wide, royalty free and non-exclusive license(s), as applicable:

With respect to Content you submit or make available for inclusion on publicly accessible areas of GALAXY4U Clubs and GALAXY4U Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific GALAXY4U Club or GALAXY4U Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or GALAXY4U removes such Content from the Service.

With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible area of the Service other than GALAXY4U Clubs or GALAXY4U Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or GALAXY4U removes such Content from the Service.

With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than GALAXY4U Clubs or GALAXY4U Groups, the perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas of the GALAXY4U network of properties that are intended by GALAXY4U to be available to the general public. By way of example, publicly accessible areas of the Service would include GALAXY4U

Message Boards and portions of GALAXY4U Clubs and GALAXY4U Groups that are open to both members and visitors.

However, publicly accessible areas of the Service would not include portions of GALAXY4U Clubs and GALAXY4U Groups that are limited to members, GALAXY4U services intended for private communication such as GALAXY4U Mail or GALAXY4U Messenger, or areas off of the GALAXY4U network of properties such as portions of World Wide Web sites that are accessible through GALAXY4U Webring but are not hosted or served by GALAXY4U.

## **9. Indemnity**

You agree to indemnify and hold GALAXY4U, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

## **10. No resale of service**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **11. General practices regarding use and storage**

You acknowledge that GALAXY4U may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on GALAXY4U's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time.

You agree that GALAXY4U has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that GALAXY4U reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that GALAXY4U reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **12. Modifications to service**

GALAXY4U reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that GALAXY4U shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

### **13. Termination**

You agree that GALAXY4U, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or

if GALAXY4U believes that you have violated or acted inconsistently with the letter or spirit of the TOS. GALAXY4U may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice.

You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that GALAXY4U may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that GALAXY4U shall not be liable to you or any third party for any termination of your access to the Service.

### **14. Dealings with advertisers**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that GALAXY4U shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

### **15. Links**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because GALAXY4U has no control over such sites and resources, you acknowledge and agree that GALAXY4U is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that GALAXY4U shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

### **16. GALAXY4U's proprietary rights**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by GALAXY4U or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

GALAXY4U grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software.

You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by GALAXY4U for use in accessing the Service.

## **17. Disclaimer of warranties**

You expressly understand and agree that:

- A. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. GALAXY4U expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- B. GALAXY4U makes no warranty that
  - (i) the service will meet your requirements,
  - (ii) the service will be uninterrupted, timely, secure, or error-free,
  - (iii) the results that may be obtained from the use of the service will be accurate or reliable,
  - (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and
  - (v) any errors in the software will be corrected.
- C. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

D. No advice or information, whether oral or written, obtained by you from GALAXY4U or through or from the service shall create any warranty not expressly stated in the TOS.

## **18. Limitation of liability**

You expressly understand and agree that GALAXY4U shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if GALAXY4U has been advised of the possibility of such damages), resulting from:

- (i) the use or the inability to use the service;
- (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- (iii) unauthorized access to or alteration of your transmissions or data;
- (iv) statements or conduct of any third party on the service; or
- (v) any other matter relating to the service.

## **19. Exclusions and limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 17 and 18 may not apply to you.

## **20. Special admonition for services relating to financial matters**

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 17 and 18 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. GALAXY4U and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

## **21. Notice**

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you generally on the Service.

## **22. Trademark information**

GALAXY4U, the GALAXY4U logo, GALAXY4U in Chinese Characters, GALAXY4UKids, the GALAXY4UKids design, and FreeWebHosting trademarks and service marks, and other GALAXY4U logos and product and service names are trademarks of GALAXY4U Inc. (the "GALAXY4U Marks"). Without GALAXY4U's prior permission, you agree not to display or use in any manner, the GALAXY4U Marks.

## **23. Copyrights and Copyright Agents**

GALAXY4U respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide GALAXY4U's Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

GALAXY4U's Agent for Notice of claims of copyright or other intellectual property Infringement can be reached as follows:

By mail: Mr. Avinash Murkute, Copyright Agent, c/o GALAXY4U, D-23, Vaibhavnagar, Wanadongri, Nagpur 441 110 Registered Office and Tel+ 91-9822698070 and by

By email: [legal@Galaxy4u.in](mailto:legal@Galaxy4u.in)

## **24. General information**

The TOS constitute the entire agreement between you and GALAXY4U and govern your use of the Service, superceding any prior agreements between you and GALAXY4U. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship between you and GALAXY4U shall be governed by the laws of India without regard to its conflict of law provisions.

You and GALAXY4U agree to submit to the personal and exclusive jurisdiction of the courts located within Nagpur and Pune, India. The failure of GALAXY4U to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

## **25. Violations**

Please report any violations of the TOS to our Legal team at [avinash@galaxy4u.in](mailto:avinash@galaxy4u.in)