

TERMS AND CONDITIONS

This License Agreement ("Agreement") is dated as of the day and year appearing on the Registration Page. In this Agreement, the Licensee is sometimes referred as "you" or "your", and IB-PRO is sometimes referred as "we", "us" or "our".

This Agreement contained terms and conditions as well as certain other policies, guidelines. Other terms or conditions that may be presented to you from time to time at other locations in our web sites in connection with the Services (all of which may be updated from time to time and are collectively referred to as "Terms of Service").

IF YOU ARE EXECUTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU MUST REPRESENT THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN SUCH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND SHALL NOT USE THE SERVICES.

1. THE WEB APPLICATION

The IB-PRO Web Application consists of a suite of software tools and documentation which facilitate the design and analysis tasks mostly of mechanical engineering, by performing automated calculations and analyses based on information and data provided by the user (collectively referred as your "Content") through an Internet connection and web browser (collectively referred as the "Service" or "Services").

2. USE OF SERVICE

Subject to the Terms of Service, IB-PRO grants you a limited, non-exclusive license to utilize the Service so long as (i) you are of legal age to form a binding contract and (ii) To access and/or use the Service you may be required to provide current, accurate, identification, contact and other information as part of the registration process and/or continued use of the Service and you shall be required to maintain the accuracy and completeness of such information. You will create an account, username, and password to access or use the Service. Your provide information shall be secured and preserved with us as per our [\(1\) Privacy Policy: General](#) and [\(2\) Privacy Policy: Web Application](#). However, you are equally responsible for maintaining the confidentiality of your Account Information and, accordingly, will be fully responsible for all activities that occur under your account, including activities of others to whom you have provided your Account Information. As per aforementioned policies, you agree to immediately notify IB-PRO of any unauthorized use of your Account Information, account or any other breach of security. We will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your Account Information secure.

You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

You shall not access the Services if you are our direct competitor, except with our prior written consent. In addition, you shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

IB-PRO shall use commercially reasonable efforts to make the Services for which you have obtained a license available 24 hours a day, 7 days a week, except for (a) planned downtime, (b) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), Internet service provider failures or delays, or denial of service attacks (collectively referred as Force Majeure), and (c) provide the Services in accordance with applicable laws and government regulations.

3. ACCOUNT TERMS

You must be 18 years or older or have legal age to use this Service as per applicable law and government regulation in your county.

You must provide your legal full name, a valid email address, Company Name and any other information requested in order to complete the signup process.

Your license is personal to you and each account is limited to a single user. The sharing of an account with more than one user is strictly prohibited and is grounds for termination of your account, in accordance with the terms of this Agreement.

You are responsible for maintaining the security of your account and password. IB-PRO cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).

You shall not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You acknowledge and agree that all Content which you upload, store, transmit and/or share using the Service, or which you allow any third party to upload, store, transmit and/or share using the Service utilizing your Account Information, is the sole responsibility of the person(s) originating such Content and introducing such Content into the Service. We reserve the right, but shall have no obligation, to pre-screen, reject, review, quarantine, delete or move any Content available with the Service, without obligation to any person.

You agree and indemnify us that you are responsible for your own conduct and all conduct under your account, and all Content that is created, transmitted, stored or displayed by anyone using your Account Information with the Service and for any consequences arising as a result thereof. You agree to use the Service only for purposes that are legal, proper and in accordance with these Terms of Service, and all applicable laws and regulations in the legal jurisdictions mentioned below (including, without limitation, laws and regulations relating to the recording of audio, copyright laws, privacy laws and the storage and transmission of data and technology). Without limiting the foregoing, by agreeing to use the Service, you shall be deemed to represent and warrant to IB-PRO that you have the legal right and authority to permit you to submit your Content to IB-PRO in connection with your use of the Service, and such submission and the grant to IB-PRO of the rights you grant herein in connection with our offering and operation of the Service does not infringe the rights of any person or third party.

You acknowledge and agree that IB-PRO shall act in accordance with applicable law and in the best interests of IB-PRO, and in its discretion, the interests of those who use the Service, with respect to the patent, trademark and copyright rights and privacy rights of others.

You further agree to NOT:

1. Use the Service for illegal purposes or for promotion of dangerous activities;
2. Upload post or otherwise transmit any Content that you do not have a right to transmit 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);
3. Upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
4. Upload, post or otherwise transmit 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;
5. 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 or applicable to the Service;
6. Collect or store personal data about other users for commercial purposes;
7. Promote or provide instructional information about illegal activities, promote physical harm or injury against any government, legal entity, group or individual;

8. Allow usage of this Service by others in such a way as to violate these Terms of Service;
9. Employ tactics to prevent the full and complete display of advertisements within the Service, including, but not limited to, making style changes, customizations or overrides that effectively block or substantially impair the display of advertisements within the Service;
10. Solicit passwords or personal identifying information for unintended, commercial or unlawful purposes from other users;
11. Exceed the scope of the Service that you have obtained a license for;
12. Access (or attempt to access) any of the Service by any means other than through the interface that is provided by IB-PRO, or access (or attempt to access) any of the Service through any automated means (including use of scripts, web crawlers or the like) or otherwise engage the Service in a manner reasonably likely to be harmful to the systems operating the Service or the access or use of the Service by others;
13. Reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Service; and/or
14. Upload or display content that contains nudity, sexually graphic material, or material that is otherwise deemed explicit by IB-PRO; or which contains threatening, abusive, harassing, defamatory, libelous, invasive, hateful, or racially, ethnically or otherwise objectionable.

4. PAYMENT TERMS

Complete and correct contact and billing information is required for all accounts.

The price of the Service offered by us & agreed by you with mutual consideration is at the time of first subscription or renewal of subscription of Services by you. Next renewal subscription price of Service may be increased from time to time at the sole discretion of IB-PRO.

All price of Service are inclusive of all taxes and duties applicable in India. However such prices are exclusive of all taxes, levies, or duties imposed by taxing authorities in your country other than India and you shall be responsible for payment of all such taxes, levies, or duties.

All Payment shall be required to be paid by you on monthly or half yearly or yearly basis depending on type of plan you have selected for Service and such payment shall be paid in advance by you during first subscription or renewal of such subscription, except that the first year's payment shall be paid on execution of this Agreement. All payments shall be made through Credit card, Debit Card or net banking only. **Cash Transaction shall not be acceptable.**

The license will be activated once payment is received in full. You are responsible for keeping your billing information up to date by notifying us of any changes.

By agreeing to the terms of this Agreement, you consent to having your credit card / debit card automatically charged/debited by the third party vendor, in an amount equal to the payment of selected plan of the Service.

5. CANCELLATION AND TERMINATION

You are solely responsible for properly canceling your account by providing IB-PRO fifteen (15) days' written notice of your intention to do so.

If users cancel their account:

1. Within fifteen (15) days of account creation and never utilized Services offered by us then user shall be entitled to receive from us an entire payment made by him for opted plan.
2. Within fifteen (15) days of account creation and after utilizing Services offered by us then user shall be entitled to receive from us 75% of payment made by him for opted plan.
3. After fifteen (15) days of account creation then user shall not be entitled to receive any payment made by him for opted plan.

All of your Content will be immediately deleted from the Service as per our [\(1\) Privacy Policy: General](#) and [\(2\) Privacy Policy: Web Application](#) upon cancellation and/or the expiration of the existing term based upon your subscription of plan. This information cannot and will not be recovered once cancellation and/or the expiration of the existing term.

IB-PRO, IN ITS SOLE DISCRETION, HAS THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT AND REFUSE ANY AND ALL CURRENT OR FUTURE USE OF THE SERVICE, OR ANY OTHER SERVICE, FOR ANY REASON AT ANY TIME, INCLUDING YOUR BREACH OF THIS AGREEMENT OR ANY VIOLATION OF THE TERMS OF SERVICE, INCLUDING ANY VIOLATION OF THE TERMS OF SERVICE BY ANY PERSON WHICH YOU HAVE ALLOWED USE OF YOUR ACCOUNT. SUCH TERMINATION OF THE SERVICE WILL RESULT IN THE DEACTIVATION OR DELETION OF YOUR ACCOUNT OR YOUR ACCESS TO YOUR ACCOUNT AND THE DELETION OF ALL CONTENT ASSOCIATED WITH YOUR ACCOUNT. IB-PRO RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE FOR ANY REASON AT ANY TIME. IN THE EVENT THAT IB-PRO TERMINATES YOUR ACCOUNT FOR REASONS WHOLLY UNRELATED TO YOUR OR YOUR ACCOUNT USERS BREACH OF THIS AGREEMENT OR YOUR OR YOUR ACCOUNT USERS VIOLATION OF ANY OF THE TERMS OF SERVICE, YOUR SOLE REMEDY SHALL BE A RETURN OF THE UNUSED PORTION OF YOUR LICENSE FEE, BASED ON THE NUMBER OF DAYS REMAINING IN YOUR LICENSE.

6. MODIFICATION TO THE SERVICE AND PRICES

IB-PRO reserves the all rights at all time and at our sole discretion to modify or discontinue, temporarily or permanently, the Service or any part thereof (including Software, as defined below), with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Service.

We retain the right, at our sole discretion, to implement limits to the nature or size of storage available to you, the number of transmissions and email messages, the nature or size of any index or library information, the number of users per account, the nature of, or your continued ability to access or distribute, your Content and other data, and impose other limitations at any time, with or without notice. You acknowledge that a variety of actions by IB-PRO may impair or prevent you from accessing your Content or using the Service at certain times and/or in the same way, for limited periods or permanently, and agree that IB-PRO has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any Content.

IB-PRO may from time to time engage certain affiliates or other third parties to provide all or part of the Service to you, and you hereby acknowledge and agree that such third party involvement is acceptable. Further, you acknowledge that in using the Service to send electronic communications (including but not limited to email and uploading Content, and other Internet activities), you will be causing communications to be sent through computer networks owned by IB-PRO and third parties that are located in INDIA and/or other countries and that, as a result, your use of the Service will likely result in interstate data transmissions. You agreed that IB-PRO, in performing the required technical steps to provide the Service to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

IB-PRO may from time to time include as part of the Service computer software supplied by third parties, which is utilized with or without the permission of the respective licensors and/or copyright holders on the terms provided by such parties. IB-PRO expressly disclaims any warranty or other assurance to you regarding such third party software.

The price of the Services, including the license fee to the Service, is subject to change upon 30 days' notice from the date of your renewal. Such notice may be provided at any time by posting the changes to the IB-PRO website, the Service itself, by e-mail.

IB-PRO shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

7. COPYRIGHT AND CONTENT OWNERSHIP

You acknowledge and agree that IB-PRO (and any licensors to IB-PRO) own(s) all legal right, title and interest in and to the Service, including, without limitation, all software comprising a part of the Service and content contained therein, including ASP.NET (collectively referred as the "Software"), and all intellectual property rights therein (whether registered or not and wherever existing in the world). You further acknowledge and agree that the rights in the Service, including all intellectual property rights, are protected by one or more of copyright, trademark, patent, trade secret and other laws, regulations and treaties, in addition to these Terms of Service. Except for the limited license rights specifically granted to you in these Terms of Service, IB-PRO and its licensors own and shall retain all rights, title and interests, including,

without limitation, intellectual property rights, in and to the Service and all Software utilized therein (and all copies thereof and related materials that are delivered or made available to you with the Service). All of our content and our Software are intended for your use during the term of your Service license only. Any reproduction of said content is prohibited unless otherwise expressly permitted in writing by IB-PRO Team. The look and feel of the Service is also protected by copyright laws with all rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from IB-PRO.

Subject to the limited rights expressly granted hereunder, we reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

In order to enable IB-PRO to operate the Service, we must obtain from you certain license and other rights to the Content you submit (so that our processing, maintenance, storage, technical reproduction, back-up and distribution, and related handling of your Content doesn't infringe applicable copyright and other laws). Accordingly, by using the Service and uploading Content, you grant IB-PRO a license to display, perform and distribute your Content, and to modify (for technical purposes) and reproduce such Content to enable IB-PRO to operate the Service. You also agree that IB-PRO has the right to elect not to accept, post, store, display, publish or transmit any Content in our sole discretion. You agree that these rights and licenses are royalty free, irrevocable and worldwide, and include a right for IB-PRO to make such Content available to, and pass these rights along to, others with whom IB-PRO has contractual relationships related to the provision of the Service, solely for the purpose of providing such services, and to otherwise permit access to your Content to third parties if IB-PRO determines such access is necessary to comply with its legal obligations. Except for the limited license and other rights granted in these Terms of Service, you retain all of the rights you had in your Content before you submitted it, subject to our rights to delete such Content as provided in this Agreement.

IB-PRO does not pre-screen content, but IB-PRO and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any of your Content that is available via the Service.

8. SERVICE LICENSES

We shall make the Services for which you have obtained a license available to you pursuant to this Agreement. You agree that your purchase of a Service license is neither contingent on our delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features.

9. USER LICENSES

Unless otherwise specified in the registration page, (i) Services are purchased as User licenses. Users will create an account and that account will be strictly limited to one user. If multiple users are found using a single account, the account will be terminated in accordance with the terms of this Agreement.

10. ADVERTISEMENTS

The Service may be supported by advertising revenue and may display advertisements and promotions on or in connection with the Service, and may be targeted to Content subject matter. You hereby agree that IB-PRO may present advertising in connection with the Service in consideration for the rights granted you to access and use the Service. Any decision to utilize advertising, and the manner, mode, extent and terms of any advertising, presented with the Service, are subject to change. We shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any such practices or changes or as the result of the presence of such advertisers on the Service, including, without limitation, any change in the cost of obtaining any Service. Furthermore, your interactions with advertisers found on or through the Service, including, without limitation, all reliance upon advertising, all commercial transactions and legal obligations associated therewith, are solely between you and such advertisers.

11. INDEMNITY

You agree to indemnify and hold IB-PRO, its shareholders, subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of any of the Service, any violation of these Terms of Service or any other actions connected

with your use of the Service (including all actions taken under your account). In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you, shall not eliminate or reduce your indemnification obligation hereunder.

12. DISCLAIMER AND WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IB-PRO EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

IB-PRO DOES NOT WARRANT THAT (i) THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) ERRORS IN THE SOFTWARE WILL BE CORRECTED.

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 OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IB-PRO OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

13. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IB-PRO, ITS SHAREHOLDERS, SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND PARTNERS, SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF IB-PRO 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 SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE;
- (iii) UNAUTHORIZED ACCESS TO OR THE LOSS, CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA;
- (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE SERVICE;
- (v) IB-PRO'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM;
- (vi) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION;
- (vii) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING THE SERVICE;
- (viii) ANY ADVERTISING CONTENT OR YOUR PURCHASE OR USE OF ANY ADVERTISED PRODUCT OR SERVICE;
- (ix) THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE WITH THE TERMS OF THESE TERMS OF SERVICE; OR
- (x) ANY OTHER MATTER RELATING TO THE SERVICE.

IB-PRO PROVIDES MATHEMATICAL ANALYSIS TOOLS INTENDED TO ASSIST THE USER IN DEVELOPMENT AND DESIGN PROCESSES AND REQUIRES CONSIDERABLE SKILL AND JUDGMENT FOR ITS CORRECT USE AND FOR THE INTERPRETATION OF THE COMPUTED RESULTS. YOU EXPRESSLY UNDERSTAND AND

ACKNOWLEDGE THAT THE ANALYSIS PERFORMED BY THE SERVICE CONTAINS CERTAIN ASSUMPTIONS WHICH HAVE AN IMPACT ON THE COMPUTED RESULTS.

YOU ALSO EXPRESSLY UNDERSTAND AND ACKNOWLEDGE THAT CERTAIN EXTERNAL FACTORS WILL HAVE AN IMPACT ON THE COMPUTED RESULTS, INCLUDING BUT NOT LIMITED TO, MATERIAL IMPERFECTIONS, MANUFACTURING DEVIATIONS, ENVIRONMENTAL FACTORS, AND UNCERTAINTY IN LOADING CONDITIONS. IB-PRO WILL MAKE EVERY REASONABLE EFFORT TO DISCLOSE THE ASSUMPTIONS WHICH ARE MADE IN THE ANALYSIS AND TO DOCUMENT THE METHODOLOGY THAT IS USED IN THE CALCULATIONS. THE SERVICES PROVIDED BY IB-PRO ARE NOT INTENDED TO BE NOR ARE THEY A SUBSTITUTE FOR RIGOROUS AND COMPREHENSIVE ANALYSIS BY THE USER. YOU MUST INTERPRET THE RESULTS AND APPLY THOSE RESULTS TO YOUR KNOWLEDGE OF YOUR SPECIFIC APPLICATION TO INFORM THE DESIGN. IN NO EVENT SHALL IB-PRO BE LIABLE FOR THE ACCURACY AND INTERPRETATION OF THE COMPUTED RESULTS.

THE ABSOLUTE LIMITATION OF LIABILITY OF IB-PRO FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS, AND EXPENSES (COLLECTIVELY, "LOSSES") SHALL BE, IN THE AGGREGATE, NOT IN EXCESS OF THE TOTAL AMOUNT OF THE SUBSCRIPTION PAYMENT PAID BY YOU FOR THAT AND WITHIN THAT PARTICULAR PERIOD OF PLAN SUBSCRIBED BY YOU.

14. EXCLUSIONS AND LIMITATIONS

NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIMITATIONS IN THE DISCLAIMER OF WARRANTIES AND THE LIMITATION OF LIABILITY SECTIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY WILL LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. NOTICES

You agree that we may serve notices to you hereunder by email, regular mail or postings on the web site(s) related to the affected Service, in our discretion, and that we shall rely upon the contact information you have provided as being accurate, complete and current.

Except where these Terms of Service specifically provide for use of a different means or address for notice, any notice hereunder to IB-PRO must be delivered by email to info@ib-pro.in. This email address may be updated as part of any update to these Terms of Service.

16. GENERAL TERMS

Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Technical support is only provided to paying account holders and is only available via email.

You understand that IB-PRO uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

The website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of IB-PRO and IB-PRO is not responsible for the contents of any Linked Site, including without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. IB-PRO is not responsible for webcasting or any other form of transmission received from any Linked Site. IB-PRO is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by IB-PRO of the Linked Site or any association with its operator.

Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with this service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by IB-PRO.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any IB-PRO customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve transmissions over various networks.

You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.

You must not transmit any worms or viruses or any code of a destructive nature.

If your bandwidth usage exceeds **300 MB/month**, or significantly exceeds the average bandwidth usage (as determined solely by IB-PRO) of other customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption.

The failure of IB-PRO to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.

The Terms of Service constitutes the entire agreement between you and IB-PRO and govern your use of the Service, superseding any prior agreements between you and IB-PRO (including, but not limited to, any prior versions of the Terms of Service).

17. GOVERNING LAW

This Agreement and the Terms of Service shall be governed by the laws of the India without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the court of Mumbai, India.

Questions about the Terms of Service should be sent to support at info@ib-pro.in