

Introduction & Scope.

Welcome, these are the Terms and Conditions of Service (hereinafter, the “Terms”) for our platform known as Gyaan AI, its associated social media profiles and platform providers, along with the website available at www.gyaan.ai and its mobile optimized versions (the “Site”).

This is a legal engagement which sets out the terms and conditions by which Gyaan AI Inc.(hereinafter referred to as “Gyaan AI”) will provide services to you or to the legal entity you represent ‘you’, ‘your’, and/or ‘yourself’.

The terms ‘us’, ‘its’, ‘ours’ and/or ‘we’, as used herein, shall refer to us, Gyaan AI and/or our affiliates, assignees, successors and/or brands. These Terms shall supplement our Privacy Policy (the “Policy”), incorporated herein by reference.

These Terms also include by reference any signed or executed order form or analogous document executed between you or the entity you represent and Gyaan.

User Agreement & Acceptance.

By accessing our Site and using our SaaS sales team management Services, you are agreeing to be bound by these Terms, which constitute a legally binding user agreement, along with any and all applicable laws and regulations.

By using our Site, you represent and warrant that you: (a) are of legal age or legal capacity in your jurisdiction; (b) agree to all of the terms and conditions stated herein; (c) have the right, power, and authority to bind your represented entity or the agency to these terms and conditions.

As our customer, you represent, covenant and warrant that you and your team of authorized users will use the Services only in compliance with Gyaan’s standard published policies and guidelines then in effect and all applicable laws and regulations. If you do not agree with any of these Terms, you are thereby prohibited from using or accessing this Site.

The Site’s accessibility to the user is solely provided for the user’s individual benefit. If you are using our Site in representation of a corporate third party, you hereby represent and warrant that you have the necessary power and authority in order to execute this agreement.

Services Offered.

Gyaan AI’s services include a software as a service platform where users can create, manage, organize, update, edit, maintain and measure metrics of sales collaboration teams. We also provide other online services, as indicated on our Site from time to time (collectively, the “Services”).

Specific Disclaimer.

Neither Gyaan AI nor its affiliates, licensors, owners, subsidiaries, brands or advertisers are a professional advisor in any industry. The functionalities and results displayed within the Site and/or the Services may or will vary, without prior notice or without any notice at all; and will depend on a variety of factors out of the control of not. Your use of any information and/or materials on this Site is entirely at your own risk, for which we shall not be held liable.

These Terms, along with any and all content and services offered by Gyaan AI, are only informational documents provided for your reference and reference purposes only, and cannot be construed as any form of guarantee that any mentioned results will be achieved. Your use of any information and/or materials of Gyaan AI is entirely at your own risk, for which we shall not be held liable.

Account Registration, Verification and Safety.

You must provide accurate and complete information when opening your account with us, including all mandatory fields on the registration form, and you hereby agree to keep the password chosen upon creating your account as confidential and not to communicate it to third parties. Users can sign up / sign in via their Salesforce account, which is a material part of our Service.

If you lose or disclose your account credentials, you must promptly inform us, since you are solely responsible for the activity that occurs on your account and for keeping your password secure and confidential. Please notify us immediately of any breach or unauthorized use of your account.

If you enter or use our Service as part of a legal entity, you hereby represent, warrant and covenant to Gyaan that you have any and all necessary authorizations and powers by your company necessary for your account, the accounts of your authorized users, and your payment account.

Account Suspension & Termination.

Gyaan AI encourages you to report violations of our guidelines and Terms. We reserve the right, at our sole and final discretion, to deactivate, freeze, suspend or terminate any account upon any factual or alleged breach of these Terms. You must notify us immediately of any change in your eligibility to use our platform, or if you suspect a breach of security or unauthorized use of your account.

Users undertaking conducts that may constitute a factual –or even alleged– breach of these Terms, including but not limiting, using automated mechanisms to make fraudulent communications, may become subject to immediate account suspension/termination, at our sole and final discretion, without notice and without responsibility.

You acknowledge and agree that we may report any activity that we believe may violate any law-to-law enforcement, regulators or other relevant third parties, and that any violation of the aforementioned provisions may result in the immediate termination of your access to Gyaan AI or our Services.

Parental Notice.

Gyaan AI does not knowingly provide its Services to persons: (i) under legal age; (ii) that have had their account previously disabled for violations of our Terms or Policy; (iii) that are otherwise prohibited from receiving our products, Services, or software under applicable laws.

Gyaan AI does not knowingly collect any kind of information from any person under the age of thirteen (13). In compliance with the Children's Online Privacy Protection Act of 1998, 15 U.S.C. 6501–6505 ("COPPA"), if we learn or have reason to suspect that any user or that any client, project or customer data appertains persons under the age of thirteen (13), we will freeze and/or delete any PI under that user's account, without prior notice and without responsibility.

We reserve the right to request any and all applicable proof of identification and consent proof from our users, at any moment, without prior notice, and at our sole and final discretion. Upon the failure to provide such proof of age, we reserve the right to immediately freeze, block or cancel the account, with no liability.

User Support.

If you have any questions or complaints regarding the Site or our Services, please contact us by email as indicated on our contact web page. We will undertake commercially reasonable efforts in order to answer as quickly as possible. You must provide us with full details of your service query so that we can clearly assess your concerns.

Please keep in mind that you need specific computer equipment, Internet connection, on-site power and network infrastructure in order to connect to, use and access our Services, for which we are not responsible.

Payment of Service Fees.

You will pay Gyaan the then applicable fees described in the order form for the Services in accordance with the terms therein (the "Fees"). If your use of the Services exceeds the Service capacity set forth on the order form or otherwise requires the payment of additional fees (per the terms of these Terms), you shall be billed for such usage and you agrees to pay the additional fees in the manner provided herein.

Gyaan reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial Service term or then-current renewal term, upon thirty (30) days prior notice to you (which may be sent by email). If you believe that Gyaan has billed your account incorrectly, you can always contact Gyaan no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Gyaan's customer support department.

Gyaan may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Gyaan thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. You shall be responsible for all taxes associated with Services other than U.S. taxes based on Gyaan's net income.

Trial Period.

We may make the Service or any part of it available to you on an evaluation basis until the earlier of: (i) the end of the applicable evaluation period pursuant to the order form, (ii) your purchase of a Service subscription, or (iii) any termination of the evaluation by us for any reason, or for no reason at all, by sending you a termination notice with immediate effect. Please be reminded that certain functionalities of the Service may or may not be available during trial evaluation periods, including user support tiers.

Payment Processing Terms.

We rely on authorized third-party payment processors in order to bill and charge all users through a linked payment account, such as debt, credit cards and third party platforms, and henceforth you hereby authorize us to charge the pertinent fees through your indicated payment processing account. Sensitive financial details are stored only by our payment providers. The activation of trial periods of the Service may require that you provide your payment details in order to be ready to activate the Services prior to the trial period expiry.

Such third party payment processors are also the ones that process, manage, operate and deliver the payments of your end customers, not Gyaan AI. For more information, please refer to the terms of use of our third party payment processing platform, which may include Stripe, PayPal and/or those used by Apple, Google and others.

Gyaan AI shall not be held responsible for any and all errors, fees and currency conversion fees by our payment processors, and you should review its terms and policies from time to time, which will govern the provision of Services to our users.

Agent Appointment. You hereby appoint Gyaan AI as your payment agent when you provide a payment credential to us, and therefore you acknowledge and agree that we will be permitted to use, collect and process that payment credential in order to process payments, charges and fees of Gyaan AI. We may also use certain payment card updater services, whose availability varies by issuer, to ensure we have the most up-to-date information about the payment credentials that we store.

For payments by credit or debit card, we will have the right to obtain a pre-approval from the issuer of the card for an amount which may be a low verification amount or as high as the full price of the payment. In such case, your card will be charged when you initiate a payment on Gyaan AI, and if you cancel a transaction before it can be completed, the security pre-approval may cause those charges to be available to you on your account's limit.

Disputes & Charge-backs.

All users must provide us with valid and current billing information. Except as expressly set forth herein, all payment charges are final and non-cancelable. If your transaction results in an overdraft or other fee from your bank, or if we detect any chargeback or if any payment is not received by us or our payment processors for any reason, you will promptly pay us any and all amounts due to us upon notice. Any failure or inability by us to process any payment hereunder does not relieve you from your payment obligations.

A chargeback is typically caused when a customer disputes a charge that appears on their bank or payment processing statement. A charge-back may result in the reversal of a transaction, with the amount charged back to you. You can be assessed chargebacks for: (i) customer disputes; (ii) unauthorized or improperly authorized transactions; (iii) transactions that do not comply with payment processor network rules or are allegedly unlawful or suspicious; or (iv) any reversals for any reason by our payment processor or the institutions handling the transaction.

When a chargeback is issued, you are immediately liable to Gyaan AI for the full amount of payment of the chargeback, plus any associated fees, fines, expenses or penalties (including those assessed by our payment processor or the financial institutions handling the transaction). Accordingly, you hereby represent and warrant that you expressly appoint Gyaan AI as your agent, with full power to recover these amounts by debiting your account or setting off any amounts owed to you by us.

If we are unable to recover funds related to a charge-back for which you are liable, you will pay us the full amount of the chargeback immediately upon demand; thus you agree to pay all costs and expenses, including without limitation, costs assessed by our payment processor, legal fees and other legal expenses, incurred by or on behalf of us in connection with the collection of any unpaid charge-backs unpaid by you.

Membership Subscription Terms.

If you purchase an auto-recurring periodic subscription, your account will be billed continuously for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period, at the price you agreed to when subscribing.

If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to log in to your user account and follow instructions to cancel your subscription.

Your subscription is set to automatically renew at the end of your chosen subscription period. You are able to cancel the renewal of your subscription at any time. Cancelling your subscription renewal means that the recurring payments will end, but you will still have access to the Services for the remaining time of your current subscription period.

The subscription payment will be billed on a monthly or yearly basis on the calendar day corresponding with the date of commencement of your paid subscription. If a payment is not successfully settled we may suspend your access to the app or its content until we receive valid payment.

If you have a problem with your payment, please contact us as soon as possible. Please include a description of the Service's functionality in question, including the reason for your technical query, your name, address, account info and payment details.

User Code of Conduct.

As our user, you agree not to undertake, motivate, or facilitate the use or access of the Site or the Services in order to:

- Infringe these Terms, or allow, encourage or facilitate others to do so.
- Plagiarize and/or infringe on the intellectual property rights or privacy rights of any third party, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right.
- Collect, receive, transfer or disseminate any personally identifiable information of any person without due consent from the title holder.

- Republish, sell, rent or sub-license content or materials from the Site without our authorization.
- Reproduce, duplicate or copy material from the Site without our authorization.
- Distribute, post or otherwise make available any content that: (i) infringes on or endangers the intellectual property rights of any person (e.g. trademark, moral rights, trade secret, copyright, ancillary rights or other); (ii) enables any act that could promote or cause discrimination, racism, harm, libel, hatred or violence against any individual or group; (iii) endangers children and underage persons; (iv) is or allows illegal or fraudulent activities to take place; (v) is or may constitute a criminal or capital offense or otherwise infringes on any applicable law; and/or (vi) is or can be considered to be obscene, sexually explicit material, pornographic, threatening/defamatory, plagiarized, firearms, tobacco, alcohol, marijuana, gambling, binary options, pornographic or analogous material.
- Use any automated or manual process to obtain, copy, process, access and/or use our Site or Services or any part thereof to capture unauthorized data or content, for any purpose.
- Enable, undertake, program or execute any type of system, computer program or technique in order to data-mine, retrieve, scrape, index or otherwise extract unauthorized information from Gyaan AI or any portion or data feeds thereof. For purposes of clarification, such actions will include the use of persons, site search/retrieval applications, software ‘robots’ and ‘spiders’ and any analogous data gathering and extraction tools, regardless of the type and amount of information intended for extraction.
- Use of our Services to disseminate any type of computer viruses, worms, defects, trojan horses or other items of a destructive nature.
- Undertake any action that will or may cause an unreasonable load on Gyaan AI’s and/or its partners’ and affiliates’ technology or infrastructure, or otherwise make excessive traffic demands from Gyaan AI.
- Intercept or monitor activity via our Site or Services, without our express authorization.
- Otherwise reverse engineer, decompile or extract the proprietary code of the Site and our Services.

Gyaan AI has the right, but not the obligation, to monitor any user activity and Content (e.g. names, photos, posts, feedback, images, comments, questions and other content) within the Site in order to determine compliance thereof, and to edit, refuse to post or remove any material or content submitted to or posted on our Services that we find to be in violation of our Terms, Policy or that is otherwise objectionable.

You acknowledge and agree that we may report any activity that we believe may violate any law to law enforcement, regulators or other relevant third parties, and that any violation of the aforementioned provisions may result in the immediate termination of your access to the Gyaan AI and our Services.

No Spam Policy.

We reserve the right to screen any user generated content to locate and delete any spam or deceiving coupon, code, offer or link to any product or service. In compliance with the Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act of 2003, we will not tolerate, and we will not allow others to undertake through our Services or Gyaan AI, any and all massive delivery of unsolicited bulk communications to our users or to any third party.

Any commercial electronic communication that you receive from us, our partners, licensors, suppliers and affiliates will require your prior consent to such communication. Our commercial communications will include measures in order for you to stop receiving them, usually through an unsubscribe link. Please see our Policy for more information.

Newsletter, Opt-out.

The Site may allow you to subscribe to our newsletter service, which may be provided by us or through an authorized third party. Through our newsletter, you may receive information according to your user preferences. As our user, you will receive a conspicuous communication indicating your subscription thereof, and you will be able to select the amount and type of emails received by you. If you wish to unsubscribe, you will find ‘unsubscribe’ and similar links on our electronic communications, and also in your account preferences.

Any commercial electronic communication that you receive from us our partners, licensors, suppliers and affiliates will require your prior consent to such communication. Our commercial communications will include measures in order for you to stop receiving them, usually through an unsubscribe link. Please see our Policy for more information.

User Licenses.

Limited License. Gyaan AI grants you a limited, non-exclusive, revocable, royalty free and non-transferable license to utilize and access the Services. You are prohibited from duplicating, re-engineering, reverse engineering, modifying or otherwise using the Services, in whole or in part. Gyaan AI does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information; and you shall have no right, either directly or indirectly, to own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve or create any new or derivative works from, or display, distribute, perform or in any way exploit any downloaded Services and computer applications, in whole or in part.

User Generated Content License. You hereby grant Gyaan AI an unlimited, non-exclusive, sub-licensable, assignable, royalty-free, perpetual, irrevocable, for all the countries and territories through the world, right and license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes), communicate, publish, publicly perform, publicly display and distribute such any content you may upload, disseminate, deliver, create or transfer any post, original audio file, message, chat, files uploaded, data inputted, image, graphic or files (the “Content”); or otherwise any content delivered to Gyaan AI via the Site or the Services. You represent and warrant to Gyaan AI that you have all rights, authorizations or otherwise hold sufficient title for any and all content submitted to Gyaan AI as set forth herein. The aforesaid license includes the right to use, host, store, reproduce, technically modify, adapt, adjust, communicate, publish, publicly perform, publicly display and distribute any such Content by Gyaan AI.

Feedback License. You hereby grant Gyaan AI an unlimited, non-exclusive, sub-licensable, assignable, royalty-free, perpetual, irrevocable, for all the countries and territories through the world, right and license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes), communicate, publish, publicly perform, publicly display and distribute such any suggestions, feedback, recommendations, comments and know how that you provide to Gyaan AI regarding the Site and Services.

Intellectual Proprietary Rights.

The trademarks, copyright, service marks, trade names and other intellectual property rights and proprietary notices displayed on Gyaan AI and the Services are the property of or otherwise are licensed to Gyaan AI and its licensors and affiliates, whether acknowledged (or not), and which are protected under intellectual property laws, including copyright laws and treaties and other jurisdictions throughout the world.

Respective title holders may or may not be affiliated with us or our affiliates, partners and advertisers. No section hereof shall be construed as intent to grant to you any right transfer or interest in the Gyaan AI or our Services, in whole or in part.

In addition, We retain all rights to aggregated anonymous data derived from your use of the Service, with the understanding that such data will not be identifiable as belonging to or emanating from you nor will such data contain information that directly or indirectly identifies you or any other person (natural or otherwise).

For ease of understanding, ‘intellectual property rights’ shall mean any and all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of the United States and other applicable jurisdictions.

You acknowledge and agree that any and all infringing use or exploitation of copyrighted content in Gyaan AI and/or the Services may cause us, our affiliates, licensors or content providers irreparable injury, which may not be remedied solely at law, and therefore our affiliates, licensors or content providers may seek remedy for breach of these Terms, either in equity or through injunctive or other equitable relief.

In compliance with the DMCA, we inform you that Gyaan AI Inc. is the Designated Copyright Agent for DMCA Takedown Notices and intellectual property rights infringement policing. For more information, including detailed information about how to submit a request for takedown if you believe content on Gyaan AI infringes your intellectual property rights, please contact us.

Third-party Websites and Content.

From time to time, Gyaan AI and the Services may contain hyperlinks to other websites. These links are for the personal convenience of our users and to provide them with further information which may be of interest to them. The provision of such links does not imply any endorsement of such third-party websites (or their products and services). Please review the applicable terms and policies of such websites, including their privacy and data collection practices.

We may place ads and promotions from third-party sources on Gyaan AI. Accordingly, your participation or undertakings in promotions of third-parties other than Gyaan AI, and any terms, conditions, warranties or representations associated with such undertakings, are solely between you and such third-party. We are not 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 third-party advertisers on the Gyaan AI.

Removal of Links from Gyaan AI.

If you find any link on Gyaan AI that is offensive for any reason, you are free to contact and inform us at any time. We will consider requests to remove links, but we are not obligated to do so or to respond to you directly.

You acknowledge and agree that we shall not be required to actively monitor nor exercise any editorial control whatsoever over any piece, item, message or material or information created, obtained or accessible through the Services or Gyaan AI. Each visitor or user is solely responsible for the contents of his or her communications and may be held legally liable or accountable for the content of his or her comments or other material or information.

Limited Guarantee.

Gyaan AI shall make all commercially reasonable efforts to ensure that any interface or integration from a third party provider or system as part of the Services operates correctly. Henceforth, we use commercially reasonable efforts to maintain the highest Service availability; however, we cannot guarantee that the Service will operate in an uninterrupted or error-free manner.

We perform Service maintenance and use commercially reasonable effort to schedule, and our system down-time to off-peak hours and to avoid service interruptions and delays.

You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). You shall also be responsible for maintaining the security of the Equipment, your user account, passwords (including but not limited to administrative and user passwords) and files and accounts of your authorized user teams, and for all uses of your Gyaan account or the Equipment with or without your knowledge or consent.

Accordingly, you agree that: (i) Gyaan AI cannot be held liable for any failures in the operation of the interface or integration resulting from acts or omissions by you or the third party providing the Equipment; (ii) Gyaan AI shall have no liability or obligation whatsoever to you in relation to the content on or use of, or correspondence with any third party website or service made available via the Services.

If an issue arises with regard to the effective operation of an interface or integration to a third party Equipment provider or system, Gyaan AI will use its commercially reasonable efforts to resolve the issue.

No Endorsement.

The images, texts, posts, information, photographs and other content and media displayed on or through the Site and our Services are not necessarily available and any results therefrom – which we cannot ultimately control – are out of our ultimate and complete scope. Some or all of the images shown in the Site are licensed and/or purchased stock photos, and are only shown for illustration purposes. Some or all of the content displayed in the Site is delivered by external third parties, and does not reflect Gyaan AI's opinions, nor do Gyaan AI, its affiliates, subsidiaries, officers, employees and agents guarantee its actual veracity or make any endorsement thereof.

You acknowledge and agree that Gyaan AI shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any material or information created, obtained or accessible through the Services or Site. Each registered user is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information.

Changes to the Services.

Gyaan AI reserves the right to modify, amend, suspend, terminate, upgrade, update or otherwise modify these Terms, the Site and the Services, at any time and without notice. Any changes will be displayed on the Site, and we may also notify you by email. As a general rule, we will try to not diminish the functionalities available to your Service tier, and in the case of increased or newly available functionalities, we will inform you before their activation, including the timeframe to accept new payment terms.

Please refer to the last effective date where changes were last undertaken by us. Your use of our Services after the effective date of any update– either by an account registration or simple use – thereby indicates your acceptance thereof.

User Privacy.

By disclosing any data and personally identifying information to us, you agree to our Policy, including the collection, process, storage and disclosure of such personally identifiable information, including to our affiliates, partners and clients. We will ask for your express consent, including for inclusion into our newsletters, updates, and follow ups. For more information, please read our Policy.

Gyaan AI's use of information received from Google APIs will adhere to Google API Services User Data Policy, including the Limited Use requirements.

User Representations and Warranties.

You hereby represent, warrant and covenant that: (i) your use of our Site and Services, and all your uploaded and used data shall be at all times compliant with these Terms and all local, state, federal and international laws and regulations applicable to you and your organization; (ii) you have obtained all necessary rights, releases and permissions to provide any data to Gyaan AI and its affiliates, licensors and agents; and to grant the rights granted to Gyaan AI in these Terms, including without limitation any intellectual property rights or rights of publicity, privacy and any use, collection and disclosure authorized.

Term, Termination.

The term of these Terms Agreement will be as set forth and agreed by the parties in the order form. Either of party may terminate this agreement if the other party: (i) materially breached these Terms and has not cured such breach within seven (7) business days after receiving notice (if curable), without prejudice and in addition to any right or remedy that the non-defaulting party may have under this Agreement or the applicable law; or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

These Terms are for the initial Service term as specified in the order form, and shall be automatically renewed for additional periods of the same duration as the initial Service term (collectively, the “Term”), unless either party requests termination at least thirty (60) days prior to the end of the then-current Term.

You will pay in full for the Services up to and including the last day on which the Services are provided. Upon termination or expiration of your Service Term you will cease use of the Service and all rights granted to you under these Terms Agreement will terminate. Thereafter, we will be under no obligation to maintain your Content, or make them available to you and we may delete any of your Content.

Confidentiality Rights.

Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Gyaan includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of you includes non-public data provided by you to Gyaan to enable the provision of the Services (the “Customer Data”).

The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Disclaimer of Warranty.

To the fullest extent permissible under applicable law, Gyaan AI and the Services are provided to you “as is,” with “all faults” and “as available,” without warranty of any kind. Gyaan AI, and its affiliates, clients, agents, officers, licensors and/or distributors do not make, and hereby disclaim, any and all express, implied or statutory warranties, either by statute, common law, custom or otherwise, however arising, including implied warranties of description, quality, fitness for a particular purpose, non-infringement, non-interference with use and/or enjoyment, peaceful enjoyment, and any warranties emanating out of course of dealing or trade usage.

Nothing in this disclaimer will limit or exclude our or your liability for death or personal injury resulting from negligence; limit or exclude our or your liability for fraud or fraudulent misrepresentation; limit any of our or your liabilities in any way that is not permitted under applicable law; or exclude any of our or your liabilities that may not be excluded under applicable law.

Gyaan AI expressly disclaims any representation or warranty that Gyaan AI complies with all applicable laws and regulations outside the United States. If you make use of Gyaan AI outside of the United States, you expressly fully comprehend and consent that it is your responsibility to determine compliance with variant laws, regulations, or customs that may apply in connection with your use of Gyaan AI.

No Damages.

In no event shall Gyaan AI, its affiliates, clients, agents, officers, licensors, distributors and/or any authorized third party, be held liable for any special, indirect, incidental or consequential damages, including losses, costs or expenses of any kind resulting from possession, access, use, inaccessibility or malfunction of Gyaan AI or the Services including, but not limited to, loss of revenue, profits, business, loss of use or lack of availability of computer resources, business glitch, defamation, or loss of data (notwithstanding that we might have been advised of the possibility of such damages or such damages are foreseeable); whatsoever arising out of or related thereto, whether arising in tort (including negligence), contract, strict liability or other legal or equitable theory and whether or not Gyaan AI, its affiliates, clients, licensors and/or distributors have been advised of the possibility of such damages; emanating from or connected, in any way, with your use of, or inability to use Gyaan AI. Your singular redress for dissatisfaction with Gyaan AI is your prompt withdrawal from using Gyaan AI.

Limitation of Liability.

If a user suffers loss or damage as a result of Gyaan AI's negligence or failure to comply with these Terms, any claim by such user against us will be limited in respect of any one incident, or series of connected incidents, to the amount paid to you by us for your use of the Services in the six month period immediately preceding the events giving rise to the claim.

These Terms provide you with specific legal rights, and you may have other rights that may vary from jurisdiction to jurisdiction. Legislation of some states/countries does not allow certain limitations of liability, and henceforth this limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Indemnification.

You agree and acknowledge to indemnify, hold harmless, and defend Gyaan AI, its affiliates, clients, agents, officers, licensors, distributors and/or any authorized representatives, and the officers, directors and employees of each (jointly, the “Gyaan AI's Indemnitees”) from and against any and all third party liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including any and all reasonable outside attorneys' fees and court costs) which may be suffered, made or incurred by any of such Gyaan AI's Indemnitees arising out of or relating to: (i) any breach of any warranties, representations and/or covenants made by you hereunder (to the extent not arising substantially from any breach hereof by Gyaan AI); (ii) your use of Gyaan AI; (iii) your user generated content; (iv) your conduct or interactions with other users of Gyaan AI; (v) your violation of any part of these Terms; and/or (vi) any third party claim arising out of or in relation to Gyaan AI or our Services or use thereof in combination with another platform, including without limitation, any claim Gyaan AI or the Services violate, infringe, or misappropriate any proprietary or intellectual property right of any third party, including without limitation, any privacy right of any person.

We will immediately notify you of any such claim and will provide you (at your own expense) with assistance in defending the claim. Unless our prior written consent is first obtained, you will not settle any claim the defense of which we need to participate in. We reserve the right, at our own expense, to assume the exclusive defense of any matter otherwise subject to indemnification by you. In that circumstance, you will be under no obligation to defend us in that matter.

General Terms.

Assignment. These Terms will inure to the benefit of any successors of the parties. We may assign any rights or obligations hereunder to any current or future affiliated Gyaan and to any successor in interest. Any rights not expressly granted herein are thereby reserved. These terms will inure to the benefit of any successors of the parties. We reserve the right, at any time, to transfer some or all of Gyaan AI's assets in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

Entire Agreement. These Terms constitute the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of these Terms, and these Terms supersede any and all prior oral or written communications, proposals, representations, and agreements. The Terms may be amended only by mutual agreement expressed in writing and signed by both parties, and any attempted amendment in violation of this section shall be void.

Equitable remedies. You hereby acknowledge and agree that if these Terms are not specifically enforced, Gyaan AI will be irreparably damaged, and therefore you agree that Gyaan AI shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of these Terms, in addition to any other available remedies.

Force Majeure. Gyaan AI is not liable for any failure of performance on its obligations as set forth herein, where such failure arises from any cause beyond Gyaan AI's reasonable control, including but not limiting to, electronic, power, mechanic or Internet failure, from acts of nature, forces or causes beyond our control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, government mandated lockdowns, pandemics, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

Interpretation. In understanding or interpreting the terms of these Terms: (i) the headings in this Agreement are for convenience only, and are not to be considered, and (ii) no presumption is to operate in either party's favor as a result of its counsel's role in drafting these Terms.

Language. These Terms may be translated into other languages, but English shall be and remain the official language of this agreement and in any conflict between the English language version and any other version, the English language version shall control.

No Embargo. You hereby represent and warrant that: (i) you are not located in a country that is subject to an international government's embargo, or that has been designated by any nation's government as a "terrorist supporting" country; and (ii) you are not listed on any government's list of prohibited or restricted parties or activities.

No Waiver. Failure by Gyaan AI to enforce any rights hereunder shall not be construed as a waiver of any rights with respect to the subject matter hereof.

No Relationship. You and Gyaan AI are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

Notices. All notices and other communications given or made pursuant to these Terms must be in writing and will be deemed to have been given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. Each party agrees to receive electronic documents and to accept electronic signatures, which shall thereto be considered valid substitutes for hardcopy documents and hand inked signatures.

Severability. If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms will remain in full force and effect.

Taxes. You are responsible for complying with all tax obligations associated with your crypto currency activities.

Dispute Resolution.

Binding Arbitration. By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against Gyaan AI on an individual basis in arbitration as set forth in this Arbitration Agreement, and not as a class, collective, coordinated, consolidated, mass and/or representative action. This Arbitration Agreement will preclude you from bringing any class, collective, coordinated, consolidated, mass and/or representative action against Gyaan AI, and also preclude you from participating in or recovering relief in any current or future class, collective, coordinated, consolidated, mass and/or representative action brought against Gyaan AI by someone else—except as provided below.

Thus, the parties agree that the Arbitrator shall not conduct any form of class, collective, coordinated, consolidated, mass and/or representative arbitration, nor join, coordinate, or consolidate claims of multiple individuals against Gyaan AI in a single proceeding—except as provided below.

For the avoidance of doubt, except as provided below, this Arbitration Agreement precludes you from bringing or participating in any kind of class, collective, coordinated, consolidated, mass and/or representative or other kind of group, multi-plaintiff or joint action against Gyaan AI, other than participating in a class-wide, collective, coordinated, consolidated, mass and/or representative settlement of claims.

You and Gyaan AI agree that any dispute, claim, or controversy in any way arising out of or relating to: (i) these Terms and prior versions of these Terms, or the existence, breach, termination, enforcement, interpretation, scope, waiver, or validity thereof; (ii) your access to or use of the Services at any time; (iii) incidents or accidents resulting in personal injury to you or anyone else that you allege occurred in connection with your use of the Services (including, but not limited to, your use of the Gyaan AI app), regardless whether the dispute, claim, or controversy occurred or accrued before or after the date you agreed to the Terms, and regardless whether you allege that the personal injury was experienced by you or anyone else; and (iv) your relationship with Gyaan AI; will be settled by binding individual arbitration between you and Gyaan AI, and not in a court of law. This Arbitration Agreement survives after your relationship with Gyaan AI ends.

Class Action Waiver. You acknowledge and agree that any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, or to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this agreement, this Class Action Waiver does not prevent you or Gyaan AI from participating in a class-wide, collective, and/or representative settlement of claims.

The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining, coordinating, or consolidating the claims of multiple individuals against Gyaan AI in a single proceeding, except that this Class Action Waiver shall not prevent you or Gyaan AI from participating in a class-wide, collective, and/or representative settlement of claims. If there is a final judicial determination that any portion of this Class Action Waiver is unenforceable or unlawful for any reason, (i) any class, collective, coordinated, consolidated, and/or representative claims subject to the unenforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (ii) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (iii) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Agreement; and (iv) severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Agreement or the arbitrability of any remaining claims asserted by you or Gyaan AI.

Mass Action Waiver. You acknowledge and agree that any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a mass action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any mass action or to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. The parties agree that the definition of a “Mass Action” includes, but is not limited to, instances in which you or Gyaan AI are represented by a law firm or collection of law firms that has filed 50 or more arbitration demands of a substantially similar nature against the other party within 180 days of the arbitration demand filed on your or Gyaan AI's behalf, and the law firm or collection of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands in the aggregate. Notwithstanding anything else in this agreement, this Mass Action Waiver does not prevent you or Gyaan AI from participating in a mass settlement of claims.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (a “Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Gyaan AI should be sent to our address as indicated in our contact section. After the Notice is received, you and Gyaan AI may attempt to resolve the claim or dispute informally. If you and Gyaan AI do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled. The amount of the award shall also be limited by the Limitation of Liability section of these Terms, to the extent applicable.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (AAA) Rules, an established alternative dispute resolution provider (the “ADR Provider”) that offers arbitration as set forth in this section. The AAA Consumer Arbitration Rules (the “ADR Provider Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. If the AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The ADR Provider Rules shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these Terms.

The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes may be resolved through binding non-appearance-based oral arbitration using secure communication means that are able to be recorded and stored online by all parties seeking relief. The arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider. Time Limits. If you or Gyaan AI elect to pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e. the legal deadline for filing a claim) and within any deadline imposed under the ADR Provider Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Gyaan AI, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the ADR Provider Rules, and these Terms. The award of the arbitrator is final and binding upon you and Gyaan AI.

The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration.

Applicable Law. You agree to submit to the applicable laws in the State of Nevada, United States of America, which will govern these Terms and any claim, without regard to conflict of law provisions.

Forum. For the application of this arbitration agreement, and of other matters appertaining these Terms, the parties hereto agree to submit to the personal jurisdiction of the courts located in the City of Las Vegas, State of Nevada, United States of America.

If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorney's fees, court costs, and disbursements in doing so.

Contact

If you have any questions or queries about us, the Gyaan AI, our Services or these Terms, please contact us via info@gyaan.ai. Note that communications made via email or the "Contact Us" page does not constitute legal notice to the Gyaan AI legal entity.

Date of last effective update is March 3, 2022.