



# Peerlist: Terms & Conditions



Last Updated: July 3, 2021

## 1. Introduction

Welcome to **Peerlist** (“**Company**”, “**we**”, “**our**”, “**us**”)! As you have just clicked our Terms & Conditions, please pause, grab a cup of coffee and carefully read the following pages. It will take you approximately 20 minutes.

These Terms & Conditions (“**Terms**”, “**Terms & Conditions**”, “**TnC**”) govern your use of our web pages located at <https://peerlist.io> operated by Peerlist.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages. Your agreement with us includes these **Terms & Conditions**, our **Privacy Policy** and **Code of Conduct** (“**Agreements**”). You acknowledge that you have read and understood **Agreements**, and agree to be bound by them.

If you do not agree with (or cannot comply with) **Agreements**, then you may not use the Service, but please let us know by emailing at [hello@peerlist.io](mailto:hello@peerlist.io) so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

Thank you for being responsible.

## 2. Communications

1. By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications

from us by following the unsubscribe link or by going to Settings > Notifications.

2. You cannot unsubscribe from system-generated emails. System notifications are important for us to maintain system sanity, privacy and safety of Peerlist members. By default Peerlist will send you system, privacy and security related email notifications, for example, not limited to:
  1. When there is a reset password request, password changed, etc.
  2. Updates to our Privacy Policy, Code of Conduct and Terms of Use.
  3. When we notice any unusual activity related to your account.
  4. When there is a login from a new device.

### **3. Disclaimer**

1. Peerlist and its affiliates make no representation or warranty about the services, including any representation that the services will be uninterrupted or error-free, and provide the services (including content and information) on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, peerlist and its affiliates disclaim any implied or statutory warranty, including any implied warranty of title, the accuracy of data, non-infringement, merchantability or fitness for a particular purpose.
2. The materials on Peerlist's web site are provided "as is". Peerlist makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Peerlist does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.
3. Peerlist and its affiliates, including but not limited, will not be liable in connection with this contract for lost profits or lost business opportunities, reputation (eg. offensive or defamatory statements), loss of data (eg. downtime or loss, use of, or changes to, your information or content) or any indirect, incidental, consequential, special or punitive damages.
4. Peerlist does not guarantee the accuracy of information provided and displayed by users on their Peerlist profiles.

### **4. Limitations**

In no event shall Peerlist or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Peerlist's Internet site, even if Peerlist or an authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions

do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## **5. Revisions and Errata**

The materials appearing on Peerlist's web site could include technical, typographical, or photographic errors. Peerlist does not warrant that any of the materials on its web site are accurate, complete, or current. Peerlist may make changes to the materials contained on its web site at any time without notice. Peerlist does not, however, make any commitment to update the materials.

## **6. Links**

Peerlist has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Peerlist of the site. Use of any such linked web site is at the user's own risk.

## **7. Site Terms of Use Modifications**

Peerlist may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

We will make our best efforts to notify you of any change to this and all other "Agreements" to your registered email. But does not guarantee the delivery of it as it is out of our scope and control.

## **8. Peerlist Trademarks and Logos Policy**

All uses of the Peerlist logo, Peerlist badges, brand slogans, iconography, and the like, may only be used with express permission from Peerlist. Peerlist reserves all rights, even if certain assets are included in Peerlist open source projects. Please contact [hello@peerlist.io](mailto:hello@peerlist.io) with any questions or to request permission.

All the trademarks/logos displayed on Peerlist profiles (except Peerlist trademark/logo) are owned by respective incorporations. Peerlist use it adhering to respective brand guidelines. We are grateful to all brands displayed on Peerlist profile and we treat their trademarks/logos with outmost respect!

## **9. Username Policy**

To use some aspects of the Services, you must register for an account (an "Account"). Registration data and certain other information about you and your Account are governed by our Privacy Policy. You will not:

- (a) select or use as a username a name of another person with the intent to impersonate that person;
- (b) use as a username a name subject to any rights of a person (including, without limitation, copyrights or trademarks) other than you without appropriate authorization; or
- (c) use, as a username, a name that we reasonably consider is otherwise offensive, vulgar or obscene.



In short: When choosing a username, please be respectful and only choose one you are authorized to use.

## 10. Reserved Names

Peerlist has the right to maintain a list of reserved names (usernames, profile handle and other synonyms) which will not be made publicly available. These reserved names may be set aside for purposes of proactive trademark protection, avoiding user confusion, security measures, or any other reason (or no reason).

Additionally, Peerlist reserves the right to change any already-claimed name at its sole discretion. In such cases, Peerlist will make a reasonable effort to find a suitable alternative and assist with any transition-related concerns.

Attempts to sell, buy, or solicit other forms of payment in exchange for usernames are also violations and may result in permanent account suspension.

To report copyright infringement, impersonation; send email to [hello@peerlist.io](mailto:hello@peerlist.io)

## 11. Content Policy

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting Content on or through Service, You represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through Service. However, by posting Content using Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this license

includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms.

Peerlist has the right but not the obligation to monitor and edit all Content provided by users.

The following policy applies to profiles, comments, articles, and all other works shared on the Peerlist platform:

1. Users must make a good-faith effort to add/share the most accurate information about their work experience, education, certification, community work and all the other direct/indirect, visible/invisible information on their profiles.
2. Your Account/Profile is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your Account's URL or name is not the name of a person other than yourself or company other than your own.
3. the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
4. the Content is not obscene, libellous or defamatory, hateful or racially or ethnically objectionable, and does not violate the privacy or publicity rights of any third party;

## **12. Account/Profile**

When you create an account with us, you guarantee that you are above the age of 13, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

If you delete Account/Profile/Content, Peerlist will use reasonable efforts to remove it from the Service, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

## 13. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

### 1. Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>

We also encourage you to review the Google's policy for safeguarding your data: <https://support.google.com/analytics/answer/6004245>.

### 1. Mixpanel: Provided by Mixpanel Inc.

You can prevent Mixpanel from using your information for analytics purposes by opting-out. To opt-out of Mixpanel service, please visit this page: <https://mixpanel.com/optout/>

For more information on what type of information Mixpanel collects, please visit the Terms of Use page of Mixpanel: <https://mixpanel.com/terms/>

## 14. Warranty Disclaimer

You acknowledge that we have no duty to take any action regarding: which users gain access to the Services; what content you access via the Services; or how you may interpret or use the content.

You release us from all liability for you having acquired or not acquired content through the Services. We make no representations concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or content contained in or accessed through the Services.

The Services are provided "AS IS", "AS AVAILABLE" and without warranty of any kind, express, statutory or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. We and our affiliates, and our and their officers, directors, shareholders, employees, agents, suppliers, partners and third-party content providers, and any successors or assigns, do not warrant and expressly disclaim that:

- (i) the Services will be secure or available at any particular time or location;
- (ii) any defects or errors will be corrected;
- (iii) the Services are free of viruses or other harmful components; or

(iv) the results of using the Services will meet your requirements. your use of the Services is solely at your own risk.



*In short: We do our best to build the best darn professional profile platform in the world. But we can't make any guarantees. You agree we won't be liable if it ever doesn't work as intended, or if you come across content or users that you're not happy with.*

## 14. Governing Law

These terms are governed by the laws of India without giving effect to any principles of conflict of laws. Any legal action or proceeding related to Other Party(s) access to, or use of, the Sites and/or Services or these Terms of Use shall be subject to the exclusive jurisdiction of the courts at Pune, Maharashtra, India.

General Terms and Conditions are applicable to the Use of a Web Site.

## 15. Contact Us

If you have any questions about this Privacy Policy, please contact us:

By email: [hello@peerlist.io](mailto:hello@peerlist.io)

## 16. Grievance officer

In accordance with Information Technology Act 2000 and rules made thereunder and the Consumer Protection (E-Commerce) Rules, 2020, the contact details of the Grievance Officer are provided below:

Name: Mr. Akash Bhadange

Email : [akash@peerlist.io](mailto:akash@peerlist.io)