

# Rupchorcha Terms of Use

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- Except for all the user submissions, the entire content featuring on the Rupchorcha Website, including without limitation, the text, articles, software, scripts, graphics, photos, sounds, music, videos, layout, interactive features, and the like (“Content”) and the trademarks, service marks, logos (“Marks”) and copyright contained therein, are owned by or licensed to Rupchorcha, subject to the copyright and other intellectual property rights under the law. Content on the Website is provided to you on an AS-IS basis for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Rupchorcha.com reserves all rights not expressly granted in and to the website and the content.
- You may access User Submissions solely:
  1. For your information and personal use;
  2. As intended through the normal functionality of the Rupchorcha Website; and – for Streaming.

“Streaming” means a contemporaneous digital transmission of an audiovisual work via the Internet from the Rupchorcha Website to a user’s device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing User Videos for any purpose or in any manner other than Streaming is expressly prohibited. User Videos are made available “as is.”

Access to some general features of our website is free. However, for using certain services on our website such as for shopping online or interactive features, we request you to complete the Registration Form and thus create a Rupchorcha.com User Account.

1. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the Rupchorcha Website. User Comments are made available “as is”, and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the Rupchorcha Website or otherwise as prohibited under this Agreement.
2. You may access Rupchorcha Content, User Submissions, and other content only as permitted under this Agreement. Rupchorcha reserves all rights not expressly granted in and to the Rupchorcha Content and the Rupchorcha Website.
3. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes.
4. You agree not to circumvent, disable or otherwise interfere with security-related features of the Rupchorcha Website or features that prevent, restrict the use, or copying of any Content, enforce limitations on use of the Rupchorcha Website or the Content therein.
5. You understand that when using the Rupchorcha Website, you will be exposed to User Submissions from a variety of sources and that Rupchorcha is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Rupchorcha Website or Rupchorcha with respect thereto, and agree to indemnify and hold Rupchorcha, its officers, directors, and employees, including Rupchorcha Website, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

#### **Your User Submissions and Conduct**

1. As a Rupchorcha Website or Rupchorcha account holder, you may submit video content (“User Videos”) and textual content (“User Comments”). User Videos and User Comments are collectively referred to as “User Submissions.” You understand that whether or not such User Submissions are published, Rupchorcha does not guarantee any confidentiality with respect to any User Submissions.
2. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize

Rupchorcha to use all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by Rupchorcha and these Terms of Service.

3. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to Rupchorcha Website, you hereby grant Rupchorcha a worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Rupchorcha Website and Rupchorcha's business, including without limitation for promoting and redistributing part or all of the Rupchorcha Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Rupchorcha Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display such User Submissions as permitted and through the functionality of the Website under these Terms of Service. The above licenses granted by you in User Videos terminate within a commercially reasonable time after you remove or delete your User Videos from the Rupchorcha Website. You understand and agree, however, that Rupchorcha may retain, but not display, distribute, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.
4. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Rupchorcha all of the license rights granted herein.
5. Rupchorcha does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Rupchorcha expressly disclaims any and all liability in connection with User Submissions. Rupchorcha does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Rupchorcha will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. Rupchorcha reserves the right to remove Content and User Submissions without prior notice.
6. Rupchorcha shall maintain adequate procedures to ensure the confidentiality of all account information within its possession. All your account numbers, user IDs, and passwords are confidential, and you agree to be fully responsible for your account and identification numbers and for all activities under your account number, user ID, or password. Rupchorcha may justifiably rely on that any actions conducted through our website and placed under your account number, user ID, or password were conducted or authorized by you. You will

immediately notify Rupchorcha should you become aware of or apprehend any unauthorized use of your account number, user ID, or password.

#### **Account Termination Policy**

1. Rupchorcha will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer.
2. Rupchorcha reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement, such as but not to, pornography, obscene or defamatory material, or excessive length. Rupchorcha may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

## **Warranty Disclaimer**

The content, products, and services are provided "as is" without warranty of any kind. Rupchorcha disclaims all warranties and conditions in this regard, including all implied warranties and conditions of merchantability, purpose, and non-infringement and thereby you assume all risks associated with the use and agree to indemnify and hold harmless Rupchorcha and any content/product/service provider from any and all liability claims for damages and losses arising from or consequent with such risks.

You agree that your use of the Rupchorcha website shall be at your sole risk. To the fullest extent permitted by law, Rupchorcha, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the website and your use thereof. Rupchorcha makes no warranties or representations about the accuracy or completeness of the website's content or the content of any sites linked to the website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the website, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Rupchorcha website. Rupchorcha does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Rupchorcha website or any hyperlinked website or featured in any banner or other advertising, and Rupchorcha will not be a party to or in any way be responsible for

monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. Our website may include hyperlinks to other websites owned or operated by parties other than us. Rupchorcha shall not be responsible for the content or availability of such other websites. Any inclusion of a hyperlink does not imply any recommendation or endorsement of the material or content on such third-party websites, nor any association with their operators.

## Limitation of Liability

In no event shall Rupchorcha, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the website, (iv) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the website by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Rupchorcha website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that Rupchorcha shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

The Website is controlled and offered by Rupchorcha from its facilities in Bangladesh. Rupchorcha makes no representations that the Rupchorcha Website is appropriate or available for use in other locations. Those who access or use the Rupchorcha Website from other jurisdictions may do so at their own volition and are responsible for compliance with the respective local law, prevalent in the said jurisdiction.

## Indemnity

You agree to defend, indemnify and hold harmless Rupchorcha, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not to attorney's fees) arising from (i) your use of and access to the Rupchorcha Website; (ii) your violation of

any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Rupchorcha Website.

## Eligibility

You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Rupchorcha Website is not intended for children under 13. If you are under 13 years of age, then please do not use the Rupchorcha Website. There are lots of other great websites for you. Talk to your parents about what sites are appropriate for you.

## Assignments

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Rupchorcha without restriction. You agree that: (i) the Rupchorcha Website shall be deemed solely based in Dhaka, Bangladesh; and (ii) the Rupchorcha Website shall be deemed a passive website that does not give rise to personal jurisdiction over Rupchorcha, either specific or general, in jurisdictions other than Dhaka, Bangladesh. These Terms of Service shall be governed by the internal substantive laws of Bangladesh, without respect to its conflict of laws principles. Any claim or dispute between you and Rupchorcha that arises in whole or in part from the Rupchorcha Website shall be decided exclusively by a court of competent jurisdiction located in Dhaka, Bangladesh. These Terms of Service, together with the Privacy Notice and any other legal notices published by Rupchorcha on the Website, shall constitute the entire agreement between you and Rupchorcha concerning the Rupchorcha Website. If any provision of these Terms of Service is deemed invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Rupchorcha's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Rupchorcha reserves the right to amend these Terms of Service at any time and without notice. Also, we reserve the right to change the subscription charges, membership fees, and other usage charges in relation to any of our content, products, and services provided through our website. Your use of the Rupchorcha Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. For any

clarifications in this matter or in general regarding these Terms of Use, you may email [info.rupchorcha@gmail.com](mailto:info.rupchorcha@gmail.com)

## **Additional Disclaimers**

1. Not all treatments that appear here have been proven on a scientific basis. The information on this site in no way should replace the advice of a doctor. Rupchorcha.com does not warrant or assume any responsibility for the accuracy of the information provided here. Please check with an expert or doctor before using any of the suggestions mentioned.
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3. Rupchorcha.com respects the intellectual property of others, and we ask our users to do the same. Rupchorcha.com has no responsibility for the content on other websites that you may find or access when using Rupchorcha.com’s products or services It is Rupchorcha.com’s policy, in appropriate circumstances and at its discretion, to disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of Rupchorcha.com and/or others.

## **Notice for Claims of Intellectual Property Violations and Agent**

his process is for copyright and other intellectual property matters only. Please write into [info.rupchorcha@gmail.com](mailto:info.rupchorcha@gmail.com)

If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide Rupchorcha.com with the following information (your “Notice”):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- **A description of the copyrighted work or other intellectual property that you claim has been infringed;**
- **A description of where the material that you claim is infringing is located on the Rupchorcha.com site, with enough detail that we may find it on the website (in most circumstances, we will need a URL);**
- **Your address, phone number, and email address;**
- **A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;**
- **A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.**