

Terms of Use – www.wittypen.com

These Terms of Service (“Agreement” or “Terms”) are effective as of Oct 23, 2015. Your continued use of the Site after such time will signify your acceptance of this Agreement between you and Wittypen.

Wittypen reserve the right to revise or remove any part of the Terms in its sole discretion at any time and without prior notice to you by updating this posting. Visitors to, and Users of, the Site (collectively, “User” or “You”) should visit this page periodically for changes. The Site is continually under development and changes in the Site may be made at any time. Any changes are effective upon posting to the Site. These Terms incorporate the Wittypen Privacy Policy, and Wittypen Writer Services Agreement posted on the Site.

If you disagree with the Terms, your sole remedy is to discontinue your use of the Site. Your continued use after a change has been posted constitutes your acceptance of those changes.

Definitions

“Account” means the unique login identity generated on the Site by a User, when he or she registers on the Site. “Buyer” means a User that avails Writer Services from the Site.

“Intellectual Property” means 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 any state, country, territory or other jurisdiction.

“Job” means the request submitted by a Buyer on the Site seeking Writers to satisfy a Buyer’s aim to obtain content.

“Site” means the domain, and all subdomains, of www.wittypen.com

“Submission” means any and all work product or content developed by a Writer in carrying out Writer Services as required to complete the Job and delivered to Wittypen.

“Third-Party Services” means all services that are accessible through the Site and delivered by third parties. The term Third-Party Services does not include services provided directly by Wittypen or Writer Services.

“User” means a person who makes use of the Site on his or her own behalf or on behalf of any other person or entity.

“Wittypen” means the owner of the Site and shall include his representatives, legal heirs, successors, assigns and employees.

“Writer” means a User that offers and delivers services through the Site.

“Writer Contract” shall have the meaning given to it in Clause 2.1 below.

“Writer Services” means all services provided by Writers through the Site.

“Visitor” means a person who is only visiting the Site, not a User.

1. Services found on This Site

The Site is available as a service to assist individuals or entities seeking written works to receive and pay for written Submissions. On this Site, Buyers and Writers can do, among other things, the following:

Buyers: Post Jobs, identify terms associated with Jobs, make edit requests to Writers, and pay Wittyphen for content.

Writers: Search through Jobs, contract to prepare and submit written works in connection with particular Jobs, manage Jobs, and receive compensation for Submissions.

2. Buyer and Writer Relationship

2.1 Writer Contract

The dealing, contracting and fulfilment of a Job are between Wittyphen and a Writer. Upon an extension of an offer to contract for a Job and Writer’s acceptance of a Job that Writer agrees to deliver, the Writer Services in accordance with the following agreements (collectively, the “Writer Contract”): (1) the Terms; (2) the Job terms as awarded and accepted on the Site; and (3) the Wittyphen Writer Services Agreement.

2.2 Reporting and Taxes; No Employment Relationship Created

Buyer and Writer are solely responsible for satisfying any income tax, VAT, payroll tax, payroll withholding, sales and use tax, governmental reporting and other legal requirements under applicable law, and all other requirements applicable to the purchase and sale of services from and by Writers. Buyer and Writer agree to indemnify Wittyphen for any taxes or penalties imposed on Wittyphen by virtue of the purchase and sale of services between them on this Site.

Writers acknowledge that they are an independent contractor and not employed by Wittyphen as an employee. As such, in addition to satisfaction of tax obligations as set forth above, Writers are solely responsible for their own license fees (if any) and normal business expenses. Writers are not entitled to any benefits available to Wittyphen employees, including, but not limited to, medical, unemployment, vacation and pension benefits. Writers are solely responsible for providing workers’ compensation, liability, and other insurance coverage, as they deem appropriate and required. Writers are solely responsible for complying with all applicable state and federal reporting and/or income requirements.

3. Wittyphen’s Relationship with Buyers and Writers

3.1 Wittyphen Performs a Quality Assessment of All Writers Before contracting with a Writer

Wittyphen vets each Writer by requesting material from a Writer that will allow Wittyphen to gain an understanding of that particular Writer’s skill and ability to meet Buyer requirements. All Writers must be highly skilled and specialized in the field in order to provide

Submissions. Information is also collected from Writers when registering for an Account that Wittyphen reviews to determine a particular Writer's background, expertise and interests.

3.2 Wittyphen Matches a Writer to a Job

When a Buyer posts a Job on the Site, Wittyphen matches a Writer to a Buyer's Job by careful consideration of the following: (i) a Writer's background and experience; (ii) evaluating a Writer against the criteria requested by the Buyer, such as, style, expertise, tone etc.; (iii) a Writer's past results in connection with prior Jobs, including Buyer feedback; and (iv) any other elements that may be relevant to a particular Job. Once a match is performed, the Job is offered to Writer. Writer can accept or reject the Job for any reason. If the Job is accepted, the Buyer and Writer engage in connection with the Job. Wittyphen does not assure or in no way guarantees that the Writers shall be assigned a Job. The discretion of assigning a Job to a Writer lies solely with Wittyphen.

3.3 Wittyphen Transfers Intellectual Property to Buyers

Upon Buyer's (i) acceptance of a Submission; and (ii) complete payment for that Submission, Wittyphen hereby automatically and irrevocably assigns all right, title and interest worldwide in and to such Intellectual Property Rights concerning such Submission.

3.4 Wittyphen is not liable to Buyer for Submissions

Buyer agrees and acknowledges that Wittyphen shall not be liable, under any circumstances, to any other party, including Buyer, for direct, indirect, incidental, consequential, special or exemplary damages arising from or concerning any Submission, whether or not Buyer has been advised of the possibility of such damages.

4. Prices and Payments

4.1 Buyer's Payment

The prices posted for the amount and type of Writer Services a Buyer can purchase, including bundled packages, are displayed on the Site and subject to change at Wittyphen's discretion. Any change in these prices shall apply on a going-forward basis. Furthermore, Wittyphen reserves the right to request the mode of payment, including cheque payment for charges over INR 50,000.

4.2 Authorized Payments are Final

Your use of Wittyphen constitutes your agreement to pay for any amounts that you authorize us to charge against your Account and, as appropriate, your credit card, bank account, or PayPal. Such payments, once authorized, are final.

4.3 Erroneous or Duplicate Transactions; Charge Backs

Wittyphen reserves the right to seek reimbursement from you, and you will reimburse Wittyphen, if Wittyphen discovers erroneous or duplicate transactions, or Wittyphen receives a charge back from any Buyer's credit card company, bank, or PayPal for any reason. You agree that Wittyphen has the right to obtain such reimbursement by charging your Account, deducting

amounts from future payments or withdrawals, charging your credit card, or obtaining reimbursement from you by any other lawful means. Failure to pay for reimbursements of charge backs is cause for termination of your Account.

4.4 Currency

The Payment Service operates in Indian Rupee and therefore Wittypen is not responsible for currency fluctuations that occur when billing or crediting a credit or debit card denominated in a currency other than Indian Rupee, nor is Wittypen responsible for currency fluctuations that occur when receiving or sending payment via wire transfer, check or automated clearinghouse to and from your Account. Payments made to Wittypen in currency other than Indian Rupee may take up to eight weeks to process, depending on relationships among the banking and payment systems between the two countries. Consequently, balance adjustments may be delayed.

4.5 Writer Payments

On the 15th and last day each month, the Wittypen will submit an Indian Rupee payment to the payable balance in the Writer's account. Currently Wittypen uses Net Banking to pay domestic writers and PayPal to pay all other writers. The Writer's Account will be set to zero upon successful payment.

Notwithstanding any other provision of these Terms of Service, if Wittypen determines in its sole discretion that a Buyer or Writer has violated the conditions and restrictions of the Site or Terms of Service, Wittypen has the right to refuse to process the payment.

4.6 Hold on Account Funds

Wittypen reserves the right, at its sole discretion, to place a hold on funds for Buyer payments to clear, or if Wittypen suspects monies may be subject to dispute or charge back or if fraud is suspected. Wittypen will release a hold as soon as practical.

4.7 Agreement to Pay

If, for any reason, Wittypen does not receive payment for any amounts that you have authorized to be paid for Wittypen services, you agree to pay such amount immediately upon demand by Wittypen. You also agree to pay any interest charges, attorneys' fees and other costs of collection incurred by Wittypen in collecting from you the authorized but unpaid amount. In such case, Wittypen may, at its option, stop processing any further payments made by you and apply any amounts then held by Wittypen on your behalf toward any deficiencies, losses or costs that we have incurred as a result of your use of the Payment Service or other Wittypen services. We may also make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

5. Agreed Exclusivity Period with the Site

5.1 Buyers

By using the Site and posting a Job, you agree to use Wittypen to make all payments to Writers you identify through the Site. You acknowledge that Wittypen earns its fees through transactions that take place on the Site. You agree not to take any action directly or indirectly to circumvent these fees. If a Writer solicits payment from you outside the Site, you agree to notify Wittypen immediately.

5.2 Writers

By using the Site and responding to a Job, you agree to use Wittypen to receive all payments from Buyers who identify you or whom you identify on the Site. You acknowledge that Wittypen earns its fees through transactions that take place on the Site. You agree not to take any action directly or indirectly to circumvent these fees. You also agree to notify Wittypen immediately if a Buyer seeks to pay you outside the Site.

5.3 Opt-Out

Notwithstanding the foregoing, if the Buyer pays the Opt-Out Fee of INR 20,000 per Writer and Wittypen notifies both Buyer and Writer that the Opt-Out option has been exercised for that Writer, then the Buyer has the right to pay that Writer outside the Site.

6. User Eligibility and Obligations

Wittypen is intended solely for use by a legal entity or an individual eighteen years of age or older, and any registration by, use of, or access to the Site by anyone under the age of 18 is unauthorized, unlicensed, and in violation of these Terms of Service. By using the Site, you represent and warrant (as an individual) that you are 18 or older, and further, that you agree to abide by all of the terms and conditions of this Agreement. If you are under 18, you affirm that you are either an emancipated minor or possess legal parental or guardian consent to access and use the Site. Wittypen may terminate your Account, Job, and any content or information that You have posted on the Site and/or prohibit you from using or accessing the Site for any reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that You are under 18.

To register for an Account with Wittypen, you must accept all of the terms and conditions in, and linked to, this Agreement. When you do so, you agree to: (a) abide by this Agreement and the processes, procedures, and guidelines described throughout the Site; (b) be financially responsible for your use of the Site and the purchase or delivery of Writer Services; and (c) perform your obligations as specified by any Writer Contract that you accept, unless such obligations are prohibited by law or by this Agreement. Wittypen reserves the right in its sole discretion to refuse, suspend, or terminate service to anyone for any reason or no reason.

7. Accounts

To become a User and access services through our Site you must register for an Account. You agree to provide true, accurate and complete information as prompted by the registration form and all forms you access on the Site, and to update this information to maintain its truthfulness, accuracy and completeness. You cannot register for more than one Account without express written permission from Wittypen.

Each User represents, warrants, and agrees to grant access to the Account only to Users authorized to act on behalf of the User and only in accordance with this Agreement. Additionally, each User represents, warrants, and agrees to be fully responsible and liable for any action of any User who uses the Account

Your Wittypen Account (including feedback) and Username are not transferable, and any transfer or attempted transfer to another party is null and void.

You are solely responsible for your conduct and compliance with the laws applicable to You in your dealings with Wittypen.

8. Inactive Accounts; Abandoned Accounts

If your Account has a balance, but has had no activity for at least six (6) consecutive months, your Account will be placed on “Inactive” status. Wittypen will notify you that your Account is Inactive by sending an email to your registered email address and give you the option of keeping your Account open and maintaining the balance or withdrawing the balance. If, within thirty (30) days of such notice, your account has no activity, Wittypen will automatically deduct the entire balance of your Account.

9. Usernames and Passwords

When a User registers an Account, the User will be asked to choose a Username and password for the Account. As a User, you agree and you are entirely responsible to safeguard and maintain the confidentiality of the Username and password you use to access this Site. Wittypen will assume that any person using the Site with your Username and password is authorized to act for you.

10. Links to Third Party Content

As you view this Site, you may notice links to third-party websites. These links are for convenience only. If you use these links, you will leave this Site. Certain of these linked websites may make use of Wittypen proprietary intellectual property rights (such as copyrights, trademarks, service marks, logos and trade names) under license from Wittypen. Wittypen is not responsible for the availability or content of these other websites or for any viruses or other damaging elements encountered in linking to a third-party website. In addition, providing links to these websites should not be interpreted as endorsement or approval by Wittypen of the organizations sponsoring such third-party websites or their products or services. These Terms do not apply to any other websites.

11. Site Access

The following are prohibited activities, which could lead to the termination of a User account:

Sending or otherwise transmitting to or through this Site any unlawful, infringing, harmful, harassing, plagiarised, pornographic, defamatory, threatening, hateful or otherwise objectionable and/or illegal material of any kind, or any material that can cause harm or delay to this Site or computers of any kind, and any unsolicited advertising, solicitation or promotional materials;

Misrepresenting your identity or affiliation in any way;

Restricting, discouraging, or inhibiting any person from using this Site, disclosing personal information on this Site or obtained from this Site, or collecting information about users of this Site;

Reverse engineering, disassembling or decompiling any section or technology on this Site, or attempting to do any of the foregoing;

Gaining unauthorized access to this Site, other users' accounts, names, or personally identifiable information, or other computers or Sites connected or linked to this Site;

Launching or using any automated system, including without limitation, "robots," "spiders," "automated crawlers", or "offline readers," that access this Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;

Sending or otherwise transmitting to or through this Site chain letters, unsolicited messages, so-called "spamming" or "phishing" messages, or messages marketing or advertising goods and services;

Violating any applicable laws or regulations or these Terms;

Assisting or permitting any persons in engaging in any of the activities described above;

You represent and warrant that any User Content (as that term is defined below) You contribute shall not be defamatory, nor shall it violate anyone's right of privacy or publicity, not shall it infringe any copyright, trademark, patent, or other personal or proprietary right of any person or entity; and

You further represent and warrant that you will obtain releases, consents, and permissions for use of all materials, trademarks, content, and persons depicted or included in any Content you contribute.

12. User Disputes

You are solely responsible for your interactions with other Users. Wittypen reserves the right, but shall have no obligation, to monitor disputes between you and other Users.

13. User Content

Some areas of the Site may allow Users to post feedback, comments, questions, and other information ("User Content"). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, "post") through the Site, and you agree that Wittypen is acting only as a passive conduit for your online distribution and publication of your User Content. You understand that whether or not such User Content is published, Wittypen does not guarantee any confidentiality with respect to any User Content.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate

content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, plagiarised, pornographic, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current.

14. User Consent to Wittypen

You retain all your ownership rights in your User Content except ownership for Writer Services, which is governed by the Writer Contract. By posting any User Content on the Site, you expressly grant, and you represent and warrant that you have a right to grant, to Wittypen a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide consent to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site and Wittypen's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. Notwithstanding the foregoing, Wittypen will only use or disclose your User Content posted to non-public areas of the Site (such as the Workroom) to the extent necessary to provide you the services on the Site. You also hereby grant each User of the Site a non-exclusive consent to access your User Content through the Site, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Site and under this Agreement.

You understand and agree, that Wittypen may retain, but not display, distribute, or perform, server copies of User Content that have been removed or deleted. The above consents granted by you in User Content for which the Site does not provide you a means to delete or remove are perpetual and irrevocable.

15. Disclaimers, Limitations and Exclusions

15.1 Data

You are responsible for creation, storage, and backup of your business records and User Content. This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on Wittypen's part to store, maintain, backup, retain, or grant access to any information or data for any period.

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information, or information about the entity that you represent, at your own risk.

15.2 Termination

Wittypen may terminate your use of this Site or any of our features or services at any time and for any reason without notice for conduct violating these Terms. Upon any such termination, you must destroy all Content obtained from this Site and all copies thereof. The provisions of these Terms concerning Site security, prohibited activities, copyrights, trademarks, user submissions, disclaimers, limitations of liability, indemnity, and jurisdictional issues shall survive any such termination.

15.3 Warranty Disclaimer

User Content and any other writings or materials on this Site are provided to you “AS-IS” for your information and personal use only. You agree that you will not use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit for any commercial or other purpose whatsoever any Content without the prior written consent of Wittypen, or except as expressly permitted herein. If you download or print a copy of any User Content for personal use, you must retain all copyright and other proprietary notices contained herein. You agree not to circumvent, disable, or otherwise interfere with the security related features of the Site or features that prevent or restrict use or copying of any User Content or enforce limitations on use of the Site or the User Content herein. You agree not to use the Wittypen names, logos and marks (whether registered or based on common law) for any purpose without the prior written authorization of Wittypen.

YOU AGREE THAT YOUR USE OF THE SITE AND SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY THE LAW, WITTYPEN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. WITTYPEN MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE’S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OR ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE AND SERVICES (INCLUDING, BUT NOT LIMITED TO, THE PURCHASE OF WRITER SERVICES); (III) ANY UNAUTHORIZED ACCESS TO OR USE OF WITTYPEN’S 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 SITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/ OR; (VI) ANY ERRORS OR OMISSIONS IN ANY SERVICES OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY SERVICES MADE AVAILABLE VIA THE SITE. WITTYPEN DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WITTYPEN 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. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION, AND PERFORMANCE OF THE SITE, AND TO ALL

TRANSACTIONS YOU UNDERTAKE ON THE SITE, INCLUDING WITHOUT LIMITATION SUBMISSION OF ANY CONTENT.

Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

In addition, please note that the Site may include technical inaccuracies or typographical errors. Wittypen has the right at any time to change, modify, add to, discontinue, or retire any aspect or feature of the Site, including, but not limited to, hours of availability, equipment needed for access or use, or the availability of the Wittypen services on any particular device or communications service. Wittypen has no obligation to provide you with notice of any such changes, and Wittypen is under no obligation to provide you with any support, error corrections, updates, upgrades, bug fixes, and/or enhancements of the Site.

15.4 Limitation of Liability

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WITTYPEN BE LIABLE FOR ANY COMPENSATORY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM 1) THE USE OF THIS SITE OR SERVICES OFFERED BY THE SITE; 2) THE INABILITY TO USE THIS SITE OR THE SERVICES; 3) THE MISAPPROPRIATION OF MATERIALS; OR 4) THE LOSS OF, OR DAMAGE TO, MATERIALS FOR ANY REASON, EVEN IF WITTYPEN OR A WITTYPEN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

15.5 Indemnification

You agree to defend, indemnify and hold harmless Wittypen, its shareholders, business partners, directors, officers, employees, agents, Users, or third party sponsors, subsidiaries, affiliates, successors, and assignees, at your sole cost and expense, from all liabilities, claims, and expenses, including attorney's fees, that arise from Your use of the Site and from any User Content you contribute to the Site. Wittypen reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Wittypen in asserting any available defence. You shall not settle any indemnified claim without Wittypen's prior written consent.

15.6 Unsolicited Ideas

Wittypen does not accept or consider unsolicited ideas, including ideas for new promotions, products, technologies, or processes. This policy serves to avoid potential misunderstandings or disputes regarding ownership of ideas. Except as expressly provided in Wittypen's privacy policy, you give Wittypen an unrestricted, irrevocable, worldwide, royalty-free consent to use, reproduce, display, publicly perform, transmit and distribute any User Content. You further agree that Wittypen has the right to use, without any payment or accounting to you or others, any concepts, know-how or ideas that you (and those who act on your behalf) transmit to or through this Site or to us through email.

15.7 Trademarks

All trademarks, service marks, logos and trade names on this Site, whether registered or unregistered, including but not limited to Wittyphen.com, are proprietary to Wittyphen or to other companies where so indicated. You may not reproduce, download or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of the appropriate owner thereof.

15.8 Jurisdictional Issues

This Site is controlled and operated by Wittyphen from its office within Pune, India. Wittyphen makes no representation that materials in the Site are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to this Site from jurisdictions where the contents of this Site are illegal or penalized is prohibited.

15.9 Entire Agreement; No Waiver; Severability

These Terms, including the Terms of the Privacy Policy and Writer Services Agreement, constitute the entire agreement between you and Wittyphen regarding the use of the Site, superseding any prior agreements between you and Wittyphen relating to your use of the Site.

15.10 Claims of Copyright Infringement

Wittyphen respects the intellectual property of others. If you believe that your copyrighted work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you are encouraged, as a first step, to contact the involved party in an attempt to resolve the issue directly. You may in addition or as a next step send a notification of claimed copyright infringement to Wittyphen's designated agent along with the following information:

The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;

A description of the copyright work that you claim has been infringed and a description of the infringing activity;

Identification of the location where the original or an authorized copy of the copyrighted work exists, for example the URL of the Site where it is posted or the name of the book in which it has been published;

Identification of the URL or other specific location on the Site where the material that You claim is infringing is located, including enough information to allow Wittyphen to locate the material;

Your name, address, telephone 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 owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in Your Notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

WE CAUTION YOU THAT IF YOU KNOWINGLY MISREPRESENT THAT MATERIAL IS OR IS NOT INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

We have a policy of terminating accounts of repeat infringers. A repeat infringer includes any User who has submitted or posted two or more pieces of Content for which we receive a notice of infringement. You agree that if your account is terminated pursuant to these Terms, you will not attempt to establish a new account under any name, real or assumed, and further agree that if you violate this restriction by opening a new account after being terminated you indemnify and hold us harmless from any and all liability that we may incur therefore.

15.11 Governing Law; Venue

These Terms and the validity, construction, and performance thereof will be governed in all respects by the laws of India, without regard to its choice of law provisions. You irrevocably agree that any action proceeding arising from or relating to this Agreement may be brought only in the courts of Maharashtra or the District Courts located in Pune, Maharashtra; and, you consent, for yourself and in respect of your property, to the jurisdiction of each such court in any such action or proceeding, and waive any objection to proceeding in such venue, including that the forum is inconvenient.

15.12 Arbitration

Any dispute or difference arising between the Parties including any question as to whether or not any dispute or difference shall have arisen shall be resolved between the parties to the dispute by arbitration. Such dispute or difference shall be referred to a Sole Arbitrator to be appointed by Wittyphen and arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

The arbitration proceedings shall be conducted in the city of Mumbai or Pune, at the sole discretion of Wittyphen. The award of the arbitrator shall be final, conclusive and binding upon the parties to the dispute.

The Parties irrevocably agree that subject to the aforesaid provisions, for matters that are referable to a court of law under the provisions of the Arbitration and Conciliation Act, 1996, or otherwise the courts and tribunals of competent jurisdiction at Mumbai or Pune, India shall have the exclusive jurisdiction.

16. WAIVER

The failure of Wittyphen to insist upon strict compliance or performance of any of the terms and conditions of this Agreement or in exercise of any optional right or remedy contained in this

Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue to remain in full force and effect. No waiver by Wittypen of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by Wittypen. No waiver, express or implied, of any term, condition or provision hereof by either Party shall be deemed or construed as to be a waiver of any other term, covenant, condition or provision hereof or be, deemed or construed so as to constitute, a like waiver with respect to any future requirement of performance under such terms, covenants, condition or provision.

17. SEVERABILITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, neither the legality nor validity nor the enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired thereby.

18. INDEPENDENT SERVICE PROVIDER

This Agreement is on a principal to principal basis and does not create any employer – employee relationship between you and Wittypen. Wittypen shall provide the Services hereunder as an independent service provider and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationships of principal and agent or master and servant, or employer and employee between you and Wittypen.

Contact

If you have any questions or complaints regarding these Terms, please submit your questions or complaints via an email to info@wittypen.com and if you need an address use Bungalow No. 8, NCL Co. Op. Hsg. Sc., Panchvati, Pashan, Pune 411045