**TERMS OF SERVICE**

**Welcome to Vinaj**

These terms of service outline the rules and regulations for the use of Vinaj at <https://vinaj.com/> (“Website”).

Vinaj is located at:
*274 Redwood Shores Pkwy, #635, Redwood City CA 94065*

**By accessing this website, you agree that you have read, understood and accept these Terms of Service and our Privacy Policy in full. You may not use or access this Website if you do not accept or agree with all of the terms of service stated on this page.**

The following terminology applies to these Terms of Service, Privacy Policy and Disclaimer Notice and any or all Agreements: “Client”, “You” and “Your” refers to you, the person accessing this Website and accepting Vinaj’s terms of service. “Vinaj”, “Ourselves”, “We”, “Our” and “Us”, refers to Vinaj, LLC. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of Vinaj’s stated services/products, in accordance with and subject to, prevailing law of the United States and other applicable jurisdictions. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

You may only use this Website if you meet all of the following criteria: (i) you are at least 18 years of age, (ii) you use the Website for your own personal, non-commercial use, (iii) you do not cause the Website to be copied or altered in any manner, and (iv) you are in compliance with all applicable laws, ordinances, orders, rules and regulations of state, federal, municipal, or other agencies or bodies.

You may not access this Website or Vinaj’s content if You are Our direct competitor, except with Our prior written consent. In addition, You may not access Our Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

**Cookies**

We employ the use of cookies. By using Vinaj's Website you consent to the use of cookies in accordance with Vinaj’s privacy policy.

Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

**License and Use Restrictions**

We reserve the right to change, modify, add or delete portions of these Terms of Service, at any time and for any reason. It is your sole responsibility to check these Terms of Service from time to time for changes. Your continued use of the Website following any changes to the Terms of Service means that you accept and agree to the changes. Provided that you are in compliance with these Terms of Service, Vinaj grants you a personal, non-exclusive, non-transferable, limited privilege to use the Website.

Unless otherwise stated, Vinaj and/or its licensors own the intellectual property rights (including all copyright, patents, trademarks, trade secrets, and other rights) for all material on this Website and Vinaj’s content. All intellectual property rights in this Website and the content contained herein are reserved. You may view and/or print publicly-accessible pages from http://vinaj.com for your own personal, non-commercial use provided that such use constitutes “fair use” under federal copyright laws and subject to all other restrictions set in these Terms of Service.

Your use of this Website and Vinaj’s content may be terminated by us at any time without warning if we determine a violation of these Terms of Service.

You must not:

1. Republish material from http://vinaj.com.
2. Sell, rent or sub-license material from http://vinaj.com.
3. Reproduce, duplicate, copy, reverse engineer, or disassemble material from http://vinaj.com.
4. Redistribute content from Vinaj (unless content is specifically made for redistribution).
5. Violate any intellectual property rights of Vinaj.
6. Conduct any data gathering and/or extraction activities in connection with this Website or Vinaj’s content.
7. Transmit any content that is illegal, false, obscene, or infringes upon any rights, whether intellectual property rights or otherwise; Put forth any computer viruses, Trojan horses, or other material that may harm or disrupt this Website or Vinaj’s content; or Use any device that interferes with this Website.
8. Make false or misleading representations regarding the origin or ownership of this Website or Vinaj’s content.

**User Comments**

1. This Agreement shall begin on the date hereof.
2. Certain parts of this website offer the opportunity for users to post and exchange opinions, information, material and data (“Comments”) in areas of the website. Vinaj does not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of Vinaj, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws, Vinaj shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.
3. Vinaj reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms of Service.
4. You warrant and represent that:
	1. You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
	2. The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party;
	3. The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy
	4. The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.
5. You hereby grant to Vinaj a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

**Hyperlinking to our Content**

1. The following organizations may link to our Website without prior written approval:
	1. Government agencies;
	2. Search engines;
	3. News organizations;
	4. Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and
	5. System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.
2. These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.
3. We may consider and approve in our sole discretion other link requests from the following types of organizations:
	1. commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union;
	2. dot.com community sites;
	3. associations or other groups representing charities, including charity giving sites,
	4. online directory distributors;
	5. internet portals;
	6. accounting, law and consulting firms whose primary clients are businesses; and
	7. educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of ; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

If you are among the organizations listed in paragraph 3 above and are interested in linking to our website, you must notify us by sending an e-mail to info@vinaj.com. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

1. By use of our corporate name; or
2. By use of the uniform resource locator (Web address) being linked to; or
3. By use of any other description of our Website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Vinaj’s logo or other artwork will be allowed for linking absent a trademark license agreement.

**Iframes**

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Website.

**Content Liability**

We shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend us against all claims arising out of or based upon your website. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

**Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon such request. We also reserve the right to amend these Terms of Service and its linking policy at any time. By continuing to link to our Website, you agree to be bound to and abide by these linking terms of service.

**Confidentiality**

Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by Us to You whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Our Confidential Information shall include, but is not limited to, the Services, the terms of service of this Agreement as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by Us.

Protection of Confidential Information. Except as otherwise permitted in writing by Us, (i) You shall use the same degree of care that You use to protect the confidentiality of your own confidential information of like kind (but in no event less than reasonable care) not disclose or use any Confidential Information for any purpose other than as expressly permitted in this Agreement, and (ii) You shall limit access to Confidential Information to those of Your employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with You containing protections no less stringent than those herein.

Protection of Your Data. We collect and use Your Data in accordance with the terms of our Privacy Policy ([www.vinaj.com/privacy](https://vinaj.com/privacy-policy)), which is hereby incorporated by reference.

**Removal of links from our website**

If you find any link on our Website or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

**Disclaimer and Liability Limitation**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our Website and the use of this Website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

1. limit or exclude our or your liability for death or personal injury resulting from negligence;
2. limit or exclude our or your liability for fraud or fraudulent misrepresentation;
3. limit any of our or your liabilities in any way that is not permitted under applicable law; or
4. exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

**Except as expressly provided herein, the services, the Website and all content provided therein are provided on an "as is" and "as available" basis, and may be subject to errors, inaccuracies or omissions. None of us, our affiliates, subsidiaries or our or their respective officers, directors, employees or agents (collectively the "Vinaj parties") guarantees the accuracy, completeness, timeliness, reliability, suitability or usefulness of any portion of the services, the Website or any content provided therein. None of the Vinaj parties warrant that the services, the Website or any content provided therein will be uninterrupted or error free or that the website, its server or any files available for downloading through the website are free of computer viruses or other harmful elements. You expressly agree that the entire risk as to the quality and performance of the services, the Website and the accuracy, timeliness or completeness of the content provided therein is assumed solely by you. None of the Vinaj parties make any, and hereby specifically disclaim any and all, representations, endorsements, guarantees, and warranties, express or implied, regarding the services, the Website, or the content provided therein including without limitation, the implied warranties of merchantability and fitness for a particular purpose, title and non-infringement of third-party rights. Vinaj shall not, under any circumatnace, be responsible for any damages (including, but not limited to, any direct, indirect, incidental, special, consequential or exemplary damages), losses, claims, or liability, known or unknown, arising out of the use of (or inability to use) the services, the Website, or the content provided therein. Your sole and exclusive remedy for dissatisfaction with the services, the website or the content provided therein is to stop using the services, the Website and/or such.**

**General**

Your use of this Website constitutes your agreement that Vinaj may terminate your access (and block future access) to the Website without prior notice if we determine that you have violated these Terms of Service or other agreements related to your use of this Website. You further agree that your violation of these Terms of Service will cause irreparable harm to Vinaj for which monetary damages would be inadequate, and therefore you agree to Vinaj obtaining any injunctive or equitable relief that Vinaj determines is necessary or appropriate. Such remedies are in addition to any other remedies Vinaj may have. Vinaj’s failure to enforce any provision of these Terms of Services shall not constitute a waiver of such provision or of Vinaj’s right and ability to enforce it at any time.

If any portion of these Terms of Service is determined by a court of competent jurisdiction to be void or unenforceable, then that provision shall be severed from the rest of these Terms of Service to the minimum extent necessary, and the remaining provisions shall remain valid and enforceable. These Terms of Services are governed by the laws of the State of California, without regard to conflict of laws principles. Vinaj reserves the right to disclose any information that Vinaj deems necessary to comply with any applicable law, regulation, legal process or governmental request, or as may be permitted by applicable law for other legitimate purposes.

These Terms of Service represent the entire agreement between you and Vinaj related to your access to and use of this Website and Vinaj’s content.