

# An Introduction to Presq's Terms of Service

Welcome to Presq! Here is a quick summary of the highlights of our *Terms of Service*:

- **Our vision is to build world's largest solution community.** The Presq platform offers a place to ask their needs and connect with people who contribute unique insights and quality solutions. This empowers people to leverage solutions to better living in the world.
- **You own the content that you post;** you also grant us and other users of the Presq platform certain rights and license to use it. The details of these licenses are described in section 3(c) below.
- **You are responsible for the content that you post.** This includes ensuring that you have the rights needed for you to post that content and that your content does not violate the legal rights of another party (for example, defamation) or any applicable laws.
- **You can repost content from Presq elsewhere,** provided that you attribute the content back to the Presq platform and respect the rights of the original poster, including any "not for reproduction" designation.
- **We do not endorse or verify content posted by users.** Our content and materials are provided to you "as is," without any guarantees. You are solely responsible for your own use of the Presq platform. Posts from lawyers, doctors, and other professionals should not be treated as a substitute for professional advice for your specific situation.
- **You agree to follow the rules of our platform.** When you use the Presq platform, you also agree to our Terms of Service, accept our privacy policy, and agree to follow our acceptable user policy, [Copyright Policy](#), and [Trademark Policy](#).
- **We offer tools for you to give feedback and report complaints.** If you think someone has violated your intellectual property rights, other laws, or Presq's policies, you can initiate a report at the [contact us portal](#) or write to [enquiry@Presq.in](mailto:enquiry@Presq.in)  
We are pleased that you want to join the Presq platform and encourage you to read the full *Terms of Service*.

## TERMS OF SERVICES

### 1. Your Content

1. **Definition of Your Content.** The Presq Platform enables you to add posts, texts, photos, videos, links, and files to share with others. All material that you upload, publish or display to others via the Presq Platform will be referred to collectively as "Your Content." You acknowledge and agree that, as part of using the Presq Platform, Your Content may be viewed by the general public.
2. **Ownership. You, or your licensors, as applicable, retain ownership of the copyright and other intellectual property in Your Content, subject to the non-exclusive rights granted to us below.**
3. **License and Permission to Use Your Content.**
  1. By submitting, posting, or displaying Your Content on the Presq Platform, you grant Presq and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable (through multiple tiers), license to use, copy, reproduce, process, adapt, modify, create derivative works from, publish, transmit, store, display and distribute, translate, communicate and make available to the public, and otherwise use Your Content in connection with the operation or use of the Presq Platform or the promotion, advertising or marketing of the Presq Platform or our business partners, in any and all media or distribution methods (now known or later developed). You agree that this license includes the right for Presq to make Your Content available to other companies, organizations, business partners, or individuals who collaborate with Presq for the syndication, broadcast, communication and

making available to the public, distribution or publication of Your Content on the Presq Platform or through other media or distribution methods. This license also includes the right for other users of the Presq Platform to use, copy, reproduce, adapt, modify, create derivative works from, publish, transmit, display, and distribute, translate, communicate and make available to the public Your Content, subject to our Terms of Service. If you do not wish to allow your responses to be translated by other users, you can globally opt-out of translation in your profile settings or you can designate certain responses not for translation.

2. Once you post an response to a question, you may edit or delete your response at any time from public display on <http://www.Presq.in>, except in the case of anonymously posted responses. However, we may not be able to control removal of the response from display on syndicated channels or other previously distributed methods outside of [www.Presq.in](http://www.Presq.in). Presq may remove suspected spam from your responses. Once you post a question, it may be edited or deleted by other users or by Presq at any time. Any edits and changes made by you may be visible to other users. The right for Presq to copy, display, transmit, publish, perform, distribute, store, modify, and otherwise use any question you post, and sublicense those rights to others, is perpetual and irrevocable, to the maximum extent permitted by law, except as otherwise specified in this Agreement.  
Presq will have all rights to remove and remove any objectionable and abuse content reported within 24 hours and ejecting the user who provided the offending content.
  3. You acknowledge and agree that Presq may preserve Your Content and may also disclose Your Content and related information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any of Your Content violates the rights of third parties; (d) detect, prevent, or otherwise address fraud, security or technical issues; or (e) protect the rights, property, or personal safety of Presq, its users, or the public.
  4. You understand that we may modify, adapt, or create derivative works from Your Content in order to transmit, display or distribute it over computer networks, devices, service providers, and in various media. We also may remove or refuse to publish Your Content, in whole or part, at any time.
  5. You further give us the permission and authority to act as your nonexclusive agent to take enforcement action against any unauthorized use by third-parties of any of Your Content outside of the Presq Platform or in violation of our Terms of Service.
  4. **Your Responsibilities for Your Content.** By posting Your Content on the Presq Platform, you represent and warrant to us that: i) you have the ownership rights, or you have obtained all needed licenses or permissions from any necessary parties, to use Your Content and grant us the rights to use Your Content as provided for under this Agreement, and ii) that posting Your Content violates no intellectual property or personal right of others or any applicable law or regulation. You accept full responsibility for avoiding infringement of the intellectual property or personal rights of others or violation of laws and regulations in connection with Your Content. You are responsible for ensuring that Your Content does not violate Presq's [Acceptable Use Policy](#), [Copyright Policy](#), [Trademark Policy](#), other published Presq policy, or any applicable law or regulation. You agree to pay all royalties, fees, and any other monies owed to any person by reason of Your Content.
2. **Our Content and Materials**
1. **Definition of Our Content and Materials.** All intellectual property in or related to the Presq Platform (specifically including, but not limited to our software, the Presq marks, the Presq logo, but excluding Your Content) is the property of Thinkstrocyte Private Limited, or its subsidiaries and affiliates, or content posted by other Presq users licensed to us (collectively "Our Content and Materials").
  2. **Data.** All data Presq collects ("Data") about use of the Presq Platform by you or others is the property of Thinkstrocyte Private limited its subsidiaries, and affiliates. For clarity, Data does not include Your Content and is separate from Our Content and Materials.

### 3. Our License to You.

1. We grant you a limited, non-exclusive license to use and access Our Content and Materials and Data as made available to you on the Presq Platform in connection with your use of the Presq Platform, subject to the terms and conditions of this Agreement.
2. Presq gives you a worldwide, royalty-free, revocable, non-assignable and non-exclusive license to repost Our Content and Materials anywhere on the web provided that: (a) the content in question was added to the Presq Platform after 01<sup>st</sup> January 2019; (b) the user who created the content has not explicitly marked the content as not for reproduction on the Presq Platform; (c) you do not modify the content; (d) you attribute Presq by name in readable text and with a human and machine-followable link (an HTML <a> anchor tag) linking back to the page displaying the original source of the content on <http://www.Presq.in> on every page that contains Our Content and Materials; (e) upon request, either by Presq or a user, you remove the user's name from content which the user has subsequently made anonymous; (f) upon request, either by Presq or by a user who contributed to the content, you make a reasonable effort to update a particular piece of content to the latest version on the Presq Platform; and (g) upon request, either by Presq or by a user who contributed to the content, you make a reasonable attempt to delete content that has been deleted or marked as not for reproduction on the Presq Platform; (h) you don't republish more than a small portion of Our Content and Materials. In exercising these rights, you may not implicitly or explicitly assert any connection with, sponsorship or endorsement by Presq, or any Presq user, without separate, express prior written permission from us.
3. We may terminate our license to you at any time for any reason. We have the right but not the obligation to refuse to distribute any content on the Presq Platform or to remove content. Except for the rights and license granted in these terms, we reserve all other rights and grant no other rights or licenses, implied or otherwise.
4. **Permitted uses.** If you operate a search engine, web crawler, bot, scraping tool, data mining tool, bulk downloading tool, wget utility, or similar data gathering or extraction tool, you may access the Presq Platform, subject to the following additional rules: i) you must use a descriptive user agent header; ii) you must follow robots.txt at all times; iii) your access must not adversely affect any aspect of the Presq Platform's functioning; and iv) you must make it clear how to contact you, either in your user agent string, or on your website if you have one.
5. **No Endorsement or Verification.** Please note that the Presq Platform contains access to third-party content, products and services, and it offers interactions with third parties. Participation or availability on the Presq Platform does not amount to endorsement or verification by us. We make no warranties or representations about the accuracy, completeness, or timeliness of any content posted on the Presq Platform by anyone.
6. **Ownership.** You acknowledge and agree that Our Content and Materials remain the property of Presq's users or Presq. The content, information and services made available on the Presq Platform are protected by copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable.

### 3. Integrated Service Provider

You may enable another online service provider, such as a social networking service ("Integrated Service Provider"), to be directly integrated into your account on the Presq Platform. By enabling an integrated service, you are allowing us to pass to, and receive from, the Integrated Service Provider your log-in information and other user data. For more information about Presq's use, storage, and disclosure of information related to you and your use of integrated services within Presq, please see

our [Privacy Policy](#). Note that your use of any Integrated Service Provider and its own handling of your data and information is governed solely by their terms of use, privacy policies, and other policies.

#### 4. **More About Certain Offerings on the Presq Platform**

1. **Digests.** When you sign up for the Presq Platform, the service includes receipt of a digest of needs and responses that may be of interest to you. You can opt-out of receipt of the digest, and adjust other communication settings, by going to “Email and Notification” settings in your account profile, as further described in our [Privacy Policy](#).
  2. **Advertisements.** The Presq Platform may include advertisements, which may be targeted to content or information on the Presq Platform, queries made through the Presq Platform, or other information, in an effort to make them relevant to you. The types and extent of advertising by Presq are subject to change. In consideration for Presq granting you access to and use of the Presq Platform, you agree that Presq and its third party providers and partners may place such advertising on the Presq Platform. If you wish to become an advertiser, you will be required to enter into separate and supplemental terms with us about providing advertising services on the Presq Platform.
  3. **Legal, Medical & Other Professional Contributors.** Some users who post content are members of legal, medical, and other licensed professions (collectively, “Professional Contributors”). Content posted by Professional Contributors should not be relied on as a substitute for advice from a professional that is appropriate for your specific situation. Presq has provided certain disclaimer template language that Professional Contributors may edit and incorporate in their responses. Ethics rules differ by state or location, and it is the responsibility of Professional Contributors to determine and provide disclaimers appropriate for their profession and the content provided.
  4. **Buttons, Links and Widgets.** You have permission to use Presq's buttons, links, and widgets, subject to these Terms of Service (including the disclaimers and limitations of liability) and provided that: (a) your use of such buttons, links and widgets link only to the Presq Platform; (b) you will not modify such buttons, links, or widgets or associated code in any manner; (c) you will not use any such buttons, links, or widgets in any manner which implies or suggests that Presq endorses, sponsors, or recommends the website on which such buttons, links and widgets are used; and (d) the use of such buttons, links and widgets, and the website on which such buttons, links and widgets are used do not violate policy.
  5. **Web resources and third-party services.** The Presq Platform may also offer you the opportunity to visit links to other websites or to engage with third-party products or services. You assume all risk arising out of your use of such websites or resources.
  6. **Services that Require Separate Agreement.** Certain features or services may require that you enter into a separate and supplemental written agreement prior to use.
- #### 5. **Reporting Violations of Your Intellectual Property Rights, Presq Policies, or Applicable Laws**
- We have a special process for reporting violations of your intellectual property rights or other violations of Presq policies or applicable laws.
1. **Copyright Policy and Trademark Policy.** We have adopted and implemented a [Copyright Policy](#) and [Trademark Policy](#). For more information, including detailed information about how to submit a request for takedown if you believe content on the Presq Platform infringes your intellectual property rights, please read our [Copyright Policy](#) and [Trademark Policy](#).
  2. **Reports of Other Violations.** If you believe content on the Presq Platform violates Presq's [Acceptable Use Policy](#) or otherwise violates applicable law (apart from copyright or trademark violations) or other Presq policies.  
We have no obligation to delete content that you personally may find objectionable or offensive. We endeavor to respond promptly to requests for content removal, consistent with our policies and applicable law.

#### 6. **DISCLAIMERS AND LIMITATION OF LIABILITY**

**PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF PRESQ ENTITIES TO YOU.**

“PRESQ ENTITIES” MEANS THINKSTROCYTE PRIVATE LIMITED, AND ANY SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

1. WE ARE PROVIDING YOU THE PRESQ PLATFORM, ALONG WITH OUR CONTENT AND MATERIALS AND THE OPPORTUNITY TO CONNECT WITH OTHERS, ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, PRESQ ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.
2. PRESQ MAKES NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR: (i) CONTENT POSTED BY ANY USER OR THIRD PARTY; (ii) ANY THIRD-PARTY WEBSITE, THIRD-PARTY PRODUCT, OR THIRD-PARTY SERVICE LISTED ON OR ACCESSIBLE TO YOU THROUGH THE PRESQ PLATFORM, INCLUDING AN INTEGRATED SERVICE PROVIDER OR PROFESSIONAL CONTRIBUTOR; (iii) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THE PRESQ PLATFORM; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT. PRESQ MAKES NO WARRANTY THAT: (a) THE PRESQ PLATFORM WILL MEET YOUR REQUIREMENTS; (b) THE PRESQ PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS OR INFORMATION THAT YOU MAY OBTAIN FROM THE USE OF THE PRESQ PLATFORM, A PROFESSIONAL CONTRIBUTOR, OR ANY OTHER USER WILL BE ACCURATE OR RELIABLE; OR (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED OR PURCHASED BY YOU THROUGH THE PRESQ PLATFORM WILL BE SATISFACTORY.
3. YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRESQ ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PRESQ ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE PRESQ PLATFORM.
4. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PRESQ PLATFORM IS TO STOP USING THE PRESQ PLATFORM.
5. WITHOUT LIMITING THE FOREGOING, PRESQ’S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE PRESQ PLATFORM OR THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID TO PRESQ IN CONNECTION WITH THE PRESQ PLATFORM IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.
6. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART, AND THE FOREGOING SECTIONS 8(c), 8(d), AND 8(e) WILL NOT APPLY TO A RESIDENT OF NEW JERSEY, TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF PRESQ’S NEGLIGENT, FRAUDULENT, RECKLESS, OR INTENTIONAL MISCONDUCT.
7. **Indemnification**

You agree to release, indemnify, and defend Presq Entities from all third-party claims and costs (including reasonable attorneys’ fees) arising out of or related to: i) your use of the Presq Platform, ii) Your Content, iii) your conduct or interactions with other users of the Presq Platform, or iv) your breach

of any part of this Agreement. We will promptly notify you of any such claim and will provide you (at your expense) with reasonable assistance in defending the claim. You will allow us to participate in the defense and will not settle any such claim without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defense of any matter otherwise subject to indemnification by you. In that event, you will have no further obligation to defend us in that matter.

## 8. Dispute Resolution

This Agreement and any action arising out of your use of the Presq Platform will be governed by the laws of the district of Chennai, Tamil Nadu, India without regard to or application of its conflict of law provisions or your state or country of residence. Unless submitted to arbitration as set forth in the following paragraph, all claims, legal proceedings or litigation arising in connection with your use of the Presq Platform will be brought solely in Chennai, Tamil Nadu, India and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

For any claim (excluding claims for injunctive or other equitable relief) under this Agreement where the total amount of the award sought is less than Rs. 10,00,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration will initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## 9. General Terms

1. **Changes to these Terms.** We may amend this Agreement (including any policies, such as the [Privacy Policy](#), [Acceptable Use Policy](#), [Copyright Policy](#), and [Trademark Policy](#) that are incorporated into this Agreement) at any time, in our sole discretion. If we amend material terms to this Agreement, such amendment will be effective after we send you notice of the amended agreement. Such notice will be in our sole discretion, and the manner of notification could include, for example, via email, posted notice on the Presq Platform, or other manner. You can view the Agreement and our main policies at any time. Your failure to cancel your account, or cease use of the Presq Platform, after receiving notification of the amendment, will constitute your acceptance of the amended terms. If you do not agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your account or to cease use of the Presq Platform.
2. **Governing Law and Jurisdiction.** You agree that Presq is operated in the India and will be deemed to be solely based in Chennai and a passive service for purposes of jurisdictional analysis. For any claims for which arbitration is inapplicable, you agree that such claims will be brought in Chennai, Tamil Nadu and governed by laws of the state of Tamil Nadu, without regard to any conflict of law provisions.
3. **Use Outside of India.** Presq expressly disclaims any representation or warranty that the Presq Platform complies with all applicable laws and regulations outside of India. If you use the Presq Platform outside of India, you expressly understand and agree that you are responsible for determining compliance with different laws, regulations, or customs that may apply in connection with your use of the Presq Platform.
4. **Export.** The Presq Platform is controlled and operated from our India offices in Chennai. Presq software is subject to India export controls. No software for Presq may be downloaded or otherwise exported or re-exported in violation of any applicable laws or regulations. You represent that you are not (1) located in a country that is subject to a Indian government embargo, or that has been designated by

the Indian government as a “terrorist supporting” country, and (2) listed on any Indian government list of prohibited or restricted parties.

5. **Applications and Mobile Devices.** If you access the Presq Platform through a Presq application, you acknowledge that this Agreement is between you and Presq only, and not with another application service provider or application platform provider (such as Apple Inc. or Google Inc.), which may provide you the application subject to its own terms. To the extent you access the Presq Platform through a mobile device, your wireless carrier’s standard charges, data rates, and other fees may apply.
6. **Survival.** The following provisions will survive expiration or termination of this Agreement: Section 2(e)(Termination), 2(g)(Feedback), Section 3(Your Content), Section 4(a)-(b) and (d)-(f)(Our Content and Materials), Section 8 (Disclaimers and Limitation of Liability), Section 9 (Indemnification), Sections 10 (Dispute Resolution), and Section 11 (General Terms).
7. **Notice for Chennai Users.** The Presq Platform is provided by Thinkstrocyte located in Chennai. If you have a question or complaint regarding the Presq Platform, please contact Presq at [support@Presq.in](mailto:support@Presq.in).
8. **Government End Users.** Any Presq software and related documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 (as applicable). Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4 (as applicable), the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to Indian end users: (i) only as Commercial Items; and (ii) with only those rights as are granted to all other end users pursuant to this Agreement.
9. **Assignment.** You may not assign or transfer this Agreement (or any of your rights or obligations under this Agreement) without our prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. We may freely assign or transfer this Agreement. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.
10. **Electronic Communications.** You consent to receive communications from us by email in accordance with this Agreement and applicable law. You acknowledge and agree that all agreements, notices, disclosures and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.
11. **Entire Agreement/ Severability.** This Agreement supersedes all prior terms, agreements, discussions and writings regarding the Presq Platform and constitutes the entire agreement between you and us regarding the Presq Platform (except as to services that require separate written agreement with us, in addition to this Agreement). If any provision in this Agreement is found to be unenforceable, then that provision will not affect the enforceability of the remaining provisions of the Agreement, which will remain in full force and effect.
12. **Interpretation.** In construing or interpreting the terms of this Agreement: (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 this Agreement.
13. **Notices.** All notices permitted or required under this Agreement, unless specified otherwise in this Agreement, must be sent in writing as follows in order to be valid: (i) if to you, by us via email to the address associated with your account, and (ii) if to us, by you via [enquiry@Presq.in](mailto:enquiry@Presq.in). Notices will be deemed given (a) if to you, when emailed, and (b) if to us, on receipt by us.
14. **Relationship.** This Agreement does not create a joint venture, agency, partnership, or other form of joint enterprise between you and us. Except as expressly provided herein, neither party has the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

15. **Waiver.** No waiver of any terms will be deemed a further or continuing waiver of such term or any other term. Our failure to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.
16. **Further Assurances.** You agree to execute a hard copy of this Agreement and any other documents, and to take any actions at our expense that we may request to confirm and effect the intent of this Agreement and any of your rights or obligations under this Agreement.
17. **Contact.** Feel free to contact us through mail [Enquiry@Presq.in](mailto:Enquiry@Presq.in) with any questions about these terms.

#### **10. Intellectual Property Rights**

User acknowledges and agrees that, except as specifically set forth in these T&Cs, Presq retains all rights, title and interest, including without limitation domain names, copyrights, trademark, tradename and trade dress rights, patent rights, and know-how ("Intellectual Property Rights"), in and to the technology, programming code, content management system and all other assets relating to the App, as well as to any modifications, adaptations or translations thereof, except for the App Content, which is deemed to be owned by the App Owner. The User acknowledges and agrees that it does not acquire any rights therein, express or implied, except for any rights expressly granted under these T&Cs.

User is not permitted to sell, rent out, transfer or copy the App or make it available to third parties in any way or for any purpose not expressly permitted in these T&Cs.

Presq will be permitted to install technical provisions for the purpose of protecting the App.

User is not allowed to remove or circumvent such technical provisions.

#### **11. REWARDS TERMS AND CONDITIONS:**

Presq Rewards, may be earned by different ways:

- a) When joining the Presq
- b) While the Need initiator satisfied with your solution and informs the App that the need is closed.
- c) When the Need initiator shares the group of selected transactions to Thinxstore for others to view, with option of providing the number of reward points would want to collect from others for viewing the solution.
- d) While surveys are done and user participates
- e) Why posting some interesting solutions/tips/advice etc., directly in Thinxstore for others to view.
- f) These reward points are calculated with an algorithm.
- g) These reward points will be readily viewable by user with history of transactions.
- h) Reward points could be redeemed with a limit (defined time-to-time) for a coupon from leading shopping retailers or similar stores. The units of redemption to coupon value be defined by Presq system algorithm and solely under the discretion of Presq only.

- i) The rewards are provided at sole discretion of Presq team only.

## **12. Presq elevation of Thinkxpert.**

- a) Based on the solution quality (rating as one of parameters & others), and number of solutions in the category, other profile information, Presq will identify and elevate the status of Thinkxpert.
- b) Thinkxperts will have additional privileges which will be defined and published time-to-time in Presq application.
- c) A few times, Presq team can decide who can get the status of Thinkxperts based on social status, their proficiency in the subject or professional expertise or educational qualifications, their position, or their posts in identified organisation. This will be determined by certain criteria as defined by Thinkstrocyte team at its own discretion.

## **Disclaimer**

9.1 The App is provided on an “as is” basis without warranty of any kind. However, Presq does not warrant that the App is suited for other than normal designation, as described in these Terms & Conditions. Moreover, Presq does not warrant that the Service will be error free, complete or up-to-date at all times.

9.2 Presq does not guarantee that the App or any part thereof will be accessible at all times and without any interruptions or failures. Failures in the App can occur as a result of failures in the Internet or phone connection or as a result of viruses and/or faults/defects.

9.3 Presq does not warrant in any way whatsoever that any terms and conditions applicable to third party software or services – including but not limited to the terms and conditions Provider Platforms, or payment providers – allow the use of and/or interaction with the Service.

9.4 Use of the App is at the User’s own expense and risk. The User is responsible for meeting the technical and functional requirements and using the electronic communication facilities that are necessary to be able to access and use the App. The risk of loss, theft or damage to any data will at all times be borne by the User.