



Terms of Service

Version: 1.0

Date: 20-Aug-2023

ShiningBot Data Analytics Private Limited,

F3 – Nathigam Building, 97/55, NSK Salai (Arcot Road), Kodambakkam, Chennai – 600 024, TN, INDIA
www.ShiningBot.com | info@ShiningBot.com | +91 8000 868 868

Terms of Service

The services of this website provided to you are subject to the following Terms of Service. ShiningBot Data Analytics Private Limited (ShiningBot) reserves the right to update the Terms of Service at any time without notice to you. The most current version of the Terms of Service can be reviewed by clicking on the "Terms of Service" hypertext link located at the bottom of our Web pages.

Description of Services

Through its network of Web properties, ShiningBot Data Analytics Private Limited provides you with access to a variety of resources, including software tools, download areas and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the Terms of Services.

Personal and Non-Commercial Use Limitation

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

Privacy and Protection of Personal Information

See the Privacy Policy disclosures relating to the collection and use of your information. Link to Privacy Policy is available at the bottom of this page.

Notice Specific to Software Available on this Website

Any software that is made available to download from the Services ("Software") is the copyrighted work of ShiningBot Data Analytics Private Limited. Use of the Software is governed by the terms of the End User License Agreement, if any, which accompanies or is included with the Software ("End User License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms. Third party scripts or code, linked to or referenced from this website, are licensed to you by the third parties that own such code, not by ShiningBot.

The Software is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, SHININGBOT DATA ANALYTICS PRIVATE LIMITED HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FOR YOUR CONVENIENCE, SHININGBOT MAY MAKE AVAILABLE AS PART OF THE SERVICES OR IN

ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. SHININGBOT DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THE SERVICES OR IN SHININGBOT SOFTWARE PRODUCTS.

Notice Specific to Documents Available on this Website

Permission to use Documents (such as technical articles, press releases, datasheets and FAQs) from the Services is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Accredited educational institutions, such as schools, universities and private/public colleges may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission. Use for any other purpose is expressly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

Elements of ShiningBot Data Analytics Private Limited websites are protected by trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any ShiningBot website may be copied or retransmitted unless expressly permitted by ShiningBot.

SHININGBOT AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED AS PART OF THE SERVICES FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SHININGBOT AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL SHININGBOT AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THE SERVICES.

THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. SHININGBOT AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

Notices Regarding Software, Documents, and Services Available on this Website

IN NO EVENT SHALL SHININGBOT AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF

OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

Member Account, Password, and Security

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify ShiningBot Data Analytics Private Limited immediately of any unauthorized use of your account or any other breach of security. ShiningBot Data Analytics Private Limited will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by ShiningBot Data Analytics Private Limited or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

No Unlawful or Prohibited Use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any ShiningBot Data Analytics Private Limited's server, or the network(s) connected to any ShiningBot Data Analytics Private Limited's server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any ShiningBot Data Analytics Private Limited's server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

Use of Services

The Services may contain e-mail services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Facility" and collectively "Communication Facilities"). You agree to use the Communication Facilities only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Facilities. By way of example, and not as a limitation, you agree that when using the Communication Facilities, you will not:

- Use the Communication Facilities in connection with surveys, contests, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Facilities specifically allows such messages.
- Download any file posted by another user of a Communication Facilities that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Facilities.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Facilities.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

ShiningBot Data Analytics Private Limited has no obligation to monitor the Communication Facilities. However, ShiningBot reserves the right to review materials posted to the Communication Facilities and to remove any materials in its sole discretion. ShiningBot reserves the right to terminate your access to any or all of the Communication Facilities at any time, without notice, for any reason whatsoever.

ShiningBot reserves the right at all times to disclose any information as ShiningBot deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in ShiningBot Data Analytics Private Limited's sole discretion.

Always use caution when giving out any personally identifiable information about yourself in any Communication Facilities. ShiningBot does not control or endorse the content, messages or information found in any Communication Facilities and, therefore, ShiningBot specifically disclaims any liability with regard to the Communication Facilities and any actions resulting from your participation in any Communication Facilities. Managers and hosts are not authorized ShiningBot spokespersons, and their views do not necessarily reflect those of ShiningBot Data Analytics Private Limited.

Materials uploaded to the Communication Facilities may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

Materials Provided to ShiningBot or Posted at Any ShiningBot Website

By posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting ShiningBot Data Analytics Private Limited, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their businesses, including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of your Submission, as provided herein. ShiningBot is under no obligation to post or use any Submission you may provide and ShiningBot may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Links to Third Party Sites

THE LINKS IN THIS AREA WILL LET YOU LEAVE SHININGBOT DATA ANALYTICS PRIVATE LIMITED'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF SHININGBOT AND SHININGBOT IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. SHININGBOT IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. SHININGBOT IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY SHININGBOT OF THE SITE.
