

leap.club | terms of use

this site (leap.club) is owned and operated by konflake tech pvt. ltd.

these terms of use (the “terms”) shall apply to your use of the site and of any information, text, graphics, video, data or other materials created and/or provided by leap or otherwise appearing on the site. your use of the site signifies your agreement to be bound by these terms and the privacy policy, which is incorporated into these terms by reference.

these terms limit leap’s liability and obligations to you, grant leap certain rights and allow leap to change, suspend or terminate your use of the site. your use of the site is expressly conditioned on your compliance with these terms.

you understand that by using the site you are agreeing to be bound by these terms. if you do not accept these terms in their entirety, you may not use the site.

1. defined terms. for the purposes of the terms, the following defined terms shall have these meanings:

- a. “**ipr**” means any rights in or to, but not limited to, copyrights, patents, trademarks, brand names, trade names, business names, know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including without limitation all rights to apply for registrations of any of the foregoing rights.
- b. “**site**” means this site (leap.club) and any and all audio and/or visual elements thereof, created or owned by leap or by leap’s approved third party providers (“**third party provider**”), including, without limitation, any text, graphics, images, illustrations, photographs, animations, applications, video, audio or audiovisual works, designs, logos, and other information and content made available through the site, as well as all underlying technical elements of all of the foregoing, including without limitation, source code, script, object code, software, computer programs, and other sets of statements and instructions.

2. grant of rights. leap grants you a limited, non-exclusive, non-assignable, non-transferable right and license to use and display the site, solely as described in these terms, provided that you fully comply with these terms.

3. site changes. leap may at any time and in its sole discretion, add, modify, or remove any feature, function or portion of the site, the terms, and/or the privacy policy, in whole or in part, with or without notice to you, prior or otherwise. any changes to the terms will be effective as of the posting date. leap will provide prominent notice on the site of any changes to the terms and/or the privacy policy. your continued use of the site after leap posts notification of any modifications to the terms and/or privacy policy shall be deemed your explicit acceptance of those modifications and shall constitute your agreement to the terms, as modified.

4. intellectual property rights

- a. the site and all ipr therein are owned by leap and/or its content providers and other licensors, and are subject to protection under the relevant intellectual property laws throughout the world. except as expressly set forth in these terms, or as otherwise permitted in writing by leap, you agree not to: (1) capture, transfer, upload, distribute, sell, license, modify, manipulate, reproduce, perform, publicly display, create derivative works from or based upon, or otherwise exploit the site, in whole or in part, on any other website or in any medium now known or hereafter developed; and (2) remove or modify any trade names, product names, logos, trademarks, copyrights or other proprietary notices, legends, symbols or labels on the site (each of the foregoing, “**unauthorized conduct**”).
- b. any unauthorized conduct constitutes a violation of these terms and an infringement of the ipr of leap and/or its content providers or other licensors. any such infringement or violation may subject you to civil and criminal liability and penalties under intellectual property laws throughout the world, including, without limitation, the payment of damages and attorneys’ fees.

5. site rules and guidelines

- a. any features and/or services provided on the site by leap, including, but not limited to, user comments, instant messaging, and e-mail functions, are subject to the terms, the guidelines set forth below or as published or modified by leap from time to time (collectively, the “**rules**”). notwithstanding anything to the contrary in the rules, in the event that leap determines, in its sole discretion, that you have violated the rules and/or the privacy policy, or that any part of your submission, violates the rules, leap will have the right to immediately remove such submission, in whole or in part, and to temporarily suspend your user account and access to the site, with or without notice to you, prior or otherwise. in the event that leap, determines that your first violation was particularly offensive, leap will have the right to immediately and permanently terminate your leap user account and access to the site, with or without notice to you, prior or otherwise. any user may report abuse by sending an email to hi@leap.club
- b. in order to access some features of the site and membership application, you may be required to submit personal information, or create or register for a user account or pin number. in consideration for your use of the site, you agree to: (1) comply with the rules; (2) provide accurate, complete and true information about yourself as may be required on any registration form for the site (your, “**registration information**”); (3) maintain and update, as applicable, your

registration information with current and complete information. users who violate the rules, or provide inaccurate, false, or non-current registration information may, at leap's sole discretion, have their accounts suspended, and you may be permanently banned from using any current or future features or services of the site.

6. third party websites. some of the information of this site may be proprietary to third party providers and licensed to leap. the site may furthermore frame, and/or contain links to or advertisements about, non-leap websites (the "**linked sites**"). the linked sites may also reference, advertise, or link to the sites. notwithstanding the foregoing, leap does not itself endorse or sponsor the linked sites and is not responsible for the content of such sites. leap expressly disclaims any statements or assertions made on all non-leap websites, and denies all liability associated with your use of the linked site or its content. you are responsible for reviewing and abiding by the privacy statements and terms of use posted on such linked sites. your interactions with third parties (including, without limitation, advertisers) on the linked sites and your transactions, and any terms, conditions, warranties or representations associated with such transaction on the linked sites, are solely between you and the third party. third party trademarks, trade names, product names and logos are the trademarks of their respective owners. third party sites include, but are not limited to [typeform](#), google, substack, mailgun etc.

7. disputes with other users. if you have a dispute with another user of leap, you release leap and its affiliated entities from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown including without limitation attorney's fees, arising out of or in any way connected with such disputes.

8. user submissions. during your use of the site, you may submit text responses, chats, comments, suggestions and other information (collectively, the "**submissions**") to the site, whether or not requested to do so by leap. you shall be deemed to have granted leap a worldwide, perpetual, royalty-free, non-exclusive, transferable, sub-licensable, license to cache, copy, distribute, transmit, publicly display, reproduce or otherwise use the submissions on the site and in other media, digital or analog, now known or hereafter developed throughout the universe including, without limitation, the internet, mobile devices, and in advertising or promotion, print or otherwise. for the avoidance of doubt, by submitting your submission you understand and agree that any submission may become publicly viewable on the site or elsewhere. leap shall have no obligation to pay you any compensation for your submissions. leap is under no obligation to post or use any submission you may provide. leap may, in its sole discretion, remove any submission at any time, with or without notice to you, prior or otherwise. you may request the removal of your submission for any reason on reasonable written notice to leap, on receipt of which leap will take commercially reasonable steps to comply. any views and opinions expressed in a submission reflect the author's point of view and are not necessarily those of leap or its affiliated entities.

9. termination. you understand and agree that leap may, in its sole discretion and at any time suspend, or terminate your use of the site for any reason and discard and remove any and all of submissions posted by you. leap may also, in its sole discretion and at any time, discontinue the site, in whole or in part, or limit or restrict any access thereto, for any reason. you understand and agree that leap may take any one or more of these actions without any notice to you, prior or otherwise. you understand and agree that leap shall not have any liability to you or any other person for any termination of your access to the site and/or removal of information concerning your actions on the site.

10. membership policies. leap is a community of members. in order to become a member you must apply through our site. leap is a diverse community open to all qualified applicants. cancellation or suspension of membership is governed by the leap. submission of information as part of the application process is governed by the privacy policy.

11. device requirements. in order to enjoy the site on your smartphone or other device, your device must satisfy certain system requirements. if you have trouble accessing the site please consider updating your device to the latest operating system or check the applicable marketplace for system requirements (i.e. apple, google etc).

12. indemnification. you agree to indemnify and hold leap harmless for any and all disputes, claims, damages, losses, and causes of action (including without limitation attorney's fees) arising from these terms, your use of the site, or your violation or claimed violation of any law or rights of a third party, or any other breach or claimed breach of the terms.

13. disclaimer. you agree that use of the site is entirely at your own risk. the site is provided "as is" "with all faults" and "as available" and without warranties of any kind either express or implied. to the fullest extent permissible pursuant to applicable law, leap disclaims all warranties, express or implied, including without limitation, implied warranties and conditions of merchantability and fitness for a particular purpose, title, and non-infringement. leap does not warrant that the availability of or the functions contained in the site will be uninterrupted or error-free, that defects will be corrected, or that this site is free of viruses or other harmful components, or that the site does not violate any ipr of any person. leap does not warrant or make any representations regarding the use or the results of the use of the site in terms of its correctness, accuracy, reliability, or otherwise. no oral or written information or advice given by leap and its affiliated entities shall create a warranty. applicable law may not allow the exclusion of implied warranties, so the foregoing exclusion may not apply to you.

14. limitation of liability. under no circumstances, including without limitation, negligence, shall leap and its affiliated entities be liable for any direct, indirect, punitive, incidental, special, exemplary, consequential damages, attorney's fees or any damages whatsoever including, without limitation, damages for loss of use, data, business or profits that result from the use of, or the inability to use, the site even if the possibility of such damages has been advised, and even if a remedy set forth herein is found to have failed its essential purpose. while leap takes precautions against security breaches, no website or internet transmission is completely secure, and as such, leap and its affiliated entities shall not be liable for any direct, indirect, punitive, incidental, special, exemplary or consequential damages that may result from unauthorized access, hacking, data loss, or other breaches that may occur on the site. in no event shall the total liability of leap and its affiliated entities to you for all damages, losses, and causes of action, whether in contract, tort (including without limitation, negligence), or otherwise, exceed the amount paid by you to leap, if any, for accessing and using this site.

15. international access. leap makes no representations that the site content, and its copyrights, trademarks, patents, and licensing arrangements, are appropriate or available for use by certain individuals in certain countries. those who choose to

access the site from locations outside india do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

17. other.

a. governing law. your use of this site constitutes your consent and submission to service of process under applicable indian law and your submission to the exclusive jurisdiction and venue of the state and federal courts located in new delhi, for the purposes of any legal action or claim pertaining to these terms of use, or arising from the use of the site and you hereby waive any defenses such as lack of personal jurisdiction or forum non conveniens.

b. arbitration. the parties hereto agree to enter into good faith negotiations to resolve any dispute, claim or controversy at law or equity that arises out of or is related to use of the site, or the contents of the terms or the privacy policy (each, a "claim"), for a period of sixty (60) days from the date the claim arose. in case such resolution is not possible and 60 days have passed, the parties may proceed to resolve this issue by appointing a sole arbitrator at the discretion of the company, as per the arbitration and conciliation act, 1996. courts of new delhi shall have all relevant jurisdictions.

c. all claims you bring against leap must be resolved in accordance with this section. all claims filed or brought contrary to this section shall be considered improperly filed. should you file a claim contrary to this section, leap may recover reasonable attorney's fees and costs, provided that leap has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim within sixty (60) days of such notice.

d. any claim must be filed within one (1) year after such claim arose regardless of any status or law to the contrary. in the event any such claim is not filed within such one (1) year period, such claim shall be barred.

e. any failure to act by leap with respect to a breach by you or others does not waive leap's right to act with respect to subsequent or similar breaches.

f. notwithstanding anything to the contrary, leap reserves the right to seek the remedy of specific performance of any term of these terms, or a preliminary or permanent injunction against the violation of these terms or in aid of the exercise of any power granted in these terms, or any combination thereof.

g. captions and headings. all captions, indices, titles, subject headings, section titles and similar items contained in these terms are provided for the purpose of reference and convenience only and are not intended to be inclusive, definitive or to affect the meaning or content of these terms.

h. relationship. the relationship between the parties is as set out in these terms and no employment, joint venture, partnership or agency relationship shall be deemed to subsist between the parties and neither shall have the power to bind the other, except as otherwise set forth herein.

i. severability. if any of the provisions of the terms are held illegal, inapplicable or non-executable by a court of competent jurisdiction, such provisions shall be limited or eliminated to the minimum extent necessary so that the terms shall otherwise remain in full force and effect and remain enforceable and said ruling will not affect any other provision set forth in this the terms and will not render such other provisions invalid, inapplicable or non-executable.

j. compliance with laws. you agree to comply with all applicable laws, rules and regulations in connection with your activities hereunder.

k. miscellaneous. you agree that no joint venture, partnership, employment, or agency relationship exists between you and leap as a result of these terms or your use of the site. these terms are subject to existing laws and legal process, and nothing contained in these terms is in derogation of any obligation on our part to comply with governmental, court and law enforcement requests or requirements relating to your use of the site or information provided to or gathered by us with respect to such use.

l. entire agreement. these terms set forth the entire understanding and agreement between you and leap with respect to the subject matter of these terms.

m. last modification. this terms of use was last modified on 4th april 2020.