

Terms and Conditions

Please read these terms and conditions carefully before using Our Service.

DEFINITIONS

The words of which the initial letter is capitalized appearing throughout this document have special meaning within the context of this terms and conditions. These meaning may differ from the meaning that would be used in everyday language. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

- **Application** means the software program provided by the Company downloaded by You on any electronic device, either from Google play store or provided directly by the company.
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application is available for download.
- **Affiliate Marketing** means a marketing technique in which the company earns a commission by promoting a product or service made by another retailer or advertiser.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Brand Ambassador** means a person, who the Company chooses to be the “face” of the brand. A brand ambassador may be a tastemaker in their communities, and may use an already established networks and relationships to market the Company’s brand via word-of-mouth marketing tactics (i.e. referring friends, posting about the brand online, etc.). On top of that, a Brand Ambassador may also represent her/ his Company at specific events, where they may perform product demonstrations or give away sample products.
- **Country** refers to: United Kingdom
- **Company** (referred to as either “Company” “the Company”, “We”, “Us” or “Our” in this Agreement) refers to Xoplanet Limited, 8 Hutton Place, Aberdeen, Scotland, United Kingdom, AB16 7HR
- **Content** refers to content such as text, images, illustrations, music, videos or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Device** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Free Trial** refers to a limited period of time that may be free when purchasing a Subscription.

- **In-app Purchase** refers to the purchase of a product, item, service or Subscription made through the Application and subject to these Terms and Conditions and/or the Application Store's own terms and conditions.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **Service** refers to the Application or the Website or both.
- **Social Media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company.
- **Social Media Page** is a public profile named *vibeshkarayil* specifically created by the Company on the social networking sites and or applications including but not limited to Facebook, Instagram, Twitter, Pinterest and Tiktok.
- **Subscriptions** refer to the Services or access to the Service offered on a Subscription basis by the Company to You.
- **Subsidiaries** means an entity that is controlled by the Company, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Sweepstakes** refers to a promotional drawing in which benefits or offers are given away at no charge to the participants. Winners are selected at random.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to vibeshkarayil, accessible from <https://www.vibeshkarayil.com>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using.

Acknowledgement

The [www.Vibeshkarayil.com](https://www.vibeshkarayil.com) Website is provided by the Company and/or its Subsidiaries, subject to the terms of these Terms and Conditions of use of our Service, and the rules that may be published from time to time by the Company. By using this site, you are deemed to have agreed to these terms and conditions of use. The Company may change the Terms and Conditions from time to time and at any time, and without actual notice to you. All such changes to these Terms and Conditions will appear on [www.Vibeshkarayil.com](https://www.vibeshkarayil.com). By using this site after we post any changes, you agree to accept those changes, whether or not you have reviewed them. If at any time you choose not to accept these Terms and Conditions of use, please do not use the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and

others who access or use the Service. You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Attention! Always consult a physician before starting a workout program, changing your workout routine, or changing your diet. Not all workout routine, exercises and/or activities are suitable for everyone. If you feel discomfort or pain, you must discontinue any exercise and consult a medical expert. The instructions and advice presented are in no way intended as a substitute for medical or psychological counselling.

General Conditions

Use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory. The Company does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable. You agree that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) any content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which the Company may suffer) by doing so. Messages on Vibeshkarayil’s Website and or Social Media will contain information that can be posted and viewed by anyone on the internet. The Company does not endorse any information posted on the Vibeshkarayil’s Social Media pages. The Company is not responsible for the information posted on the boards or for editing any factual errors or making any type of corrections to information presented on the Social Media pages. Any action taken by a viewer of the Social Media pages based on information presented on the Social Media page is at Your own risk and could be dangerous or life-threatening. The Company will not review all communications or materials posted on its on-line forums, in-app chats, Social Media channels and or pages, private, and instant messaging systems, and is not responsible in any manner for the content of posted communications or materials. You may not post or transmit any communications or materials, and the Company has the right to block or delete any communications or materials, on Vibeshkarayil’s message boards, Vibeshkarayil’s social media pages or any other private messaging systems that may: (i) be libellous, defamatory, indecent, obscene, or pornographic, offensive, harmful, threatening, harassing, abusive, hateful, fraudulent, sexually explicit, deceptive, or misleading, or constitute stalking, or disclose private or personal information about another person; (ii) violate the privacy or property rights of others, including any unauthorized copyrighted communications or materials, trade secrets, protected intellectual property rights, or other confidential or trademarked proprietary information; (iii) interfere with the viewing or use by others of Vibeshkarayil’s on-line forums, social media channels, private, or instant messaging systems; (iv) use simultaneous, unattended or continuous connections to Vibeshkarayil, or post or transmit any file containing any viruses or any contaminating or destructive code or features; (v) constitute requests for charity, petitions for signatures, chain letters, or communications or materials for any pyramid schemes, advertising, solicitations, or promotional communications or materials of any kind, or be used to harvest or collect information about other users of the on-line forums, social media pages, social media groups , private, and instant messaging systems of Vibeshkarayil; or (vi) be

deemed unacceptable for any reason by Vibeshkarayil. The Company may take steps as it deems necessary to investigate any violation of this Terms and Condition, including the recording of any communications or materials in its Social Media channels and or pages, message boards or private messaging systems. Posts submitted to the Vibeshkarayil's Website, Social Media pages, Message Boards are not considered confidential. These posts may be used by the Company for any purpose without enquiring permission from the originator. On the Social Media pages, you acknowledge that the Social Media and the features that are offered within are for the public and are not private communications, and you have no expectation of privacy in regards to any submission to Social Media. We cannot guarantee your security of any submission to the Social Media or through this Website, you make such submissions at your own risk. You are and remain solely responsible for the submissions that you distribute through or on any site under your username or by you in any Social Media and for the consequences of submitting and posting same. You should be sceptical about information posted and provided by others, and you acknowledge that use of any submission posted in the Social Media is at your own risk. We are not responsible for, and we do not endorse, advice, recommendations or opinions posted or sent by users in any Social Media and we specifically disclaim any and all liability in connection therewith. The following Rules of Content apply to Vibeshkarayil Website and Application. By using Vibeshkarayil, you agree that you will not distribute any submission, post or imagery that: (i) is defamatory, harassing, threatening abusive, or the invasion of a right of privacy of another individual; (ii) is hateful, racial, offensive or bigoted; (iii) is vulgar, sexually explicit, pornographic, violent or obscene; or (iv) can be expected to harm any person or entity; (v) promotes or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that represents or is an attempt to engage in child pornography, stalking, sexual assault, suicide, fraud, trafficking stolen or obscene material, deal or abusing drugs, theft, harassment, or conspiracy to commit any criminal activity; (vi) violates or infringes of any third party including; (a) patent, copyright, trademark, trade secret or any other intellectual proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation; (vii) is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations); (viii) contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Sites or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Sites; (ix) does not generally pertain to the designated topic or theme of the relevant Forum to which it is submitted; (x) violates any specific restrictions applicable to a Forum, including its age restrictions and procedures; or (xi) is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," as those terms are commonly understood and used on the Internet.

We here at www.Vibeshkarayil.com, reserve the right, but disclaim any obligation or responsibility, to (i) refuse to post or remove or communicate any submission from any site that violates the terms of use and (ii) identify any user to third parties, and/or disclose to third parties any submission or personally identifiable information, that such identification or disclosure will either (a) facilitate compliance with laws, including, compliance with a court order or subpoena, or (b) help enforce these terms of use and/or protect the safety or security of any person or property, including any site. We retain all rights to remove any submissions at any time for any reason or no reason whatsoever. For information about Vibeshkarayil's Data protection practices, please read our Privacy Policy . This policy explains how

Vibeshkarayil treats your personal information, and protects your privacy, when you use the Services. You agree to the use of your data in accordance with Vibeshkarayil's Privacy Policies. We reserve the right to refuse service to anyone for any reason at any time.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, THE COMPANY DOES NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICES WILL BE UN-INTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (IV) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VIBESHKARAYIL OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE. EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT FOTFOODY AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR :

(I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;(II) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO, LOSS OR DAMAGE AS A RESULT OF :- (A) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES ; - (B) MAKE CHANGES WHICH THE COMPANY MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); - (C) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;- (D) YOUR FAILURE TO PROVIDE THE COMPANY

WITH ACCURATE INFORMATION; AND- (E) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

The Services may include hyperlinks to other web sites or content or resources. The Company may have no control over any web sites or resources which are provided by companies or persons other than Vibeshkarayil. You acknowledge and agree that the Company is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources. You acknowledge and agree that the Company is not liable for any loss, damage or injury which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on or available from such web sites or resources. Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content and information stored on the Services, queries made through the Services or other information. The manner, mode and extent of advertising by Vibeshkarayil on the Services are subject to change without specific notice to you. In consideration for Vibeshkarayil granting you access to and use of the Services, you agree that may place such advertising on the Services.

These Terms of Service, and your relationship with Vibeshkarayil under these Terms of Service, shall be governed by the Scottish Laws without regard to its conflict of laws provisions.

Subscriptions

Free Trial

The Company may, at its sole discretion, offer Subscriptions with a Free Trial for a limited period of time.

You may be required to enter Your billing information in order to sign up for the Free Trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free Trial has expired. On the last day of the Free Trial period, unless You cancelled Your Subscription, You will be automatically charged the applicable Subscription fees for the type of Subscription You have selected.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Subscription Period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Cancellations

You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

If the Subscription has been made through an In-app Purchase, You can cancel the renewal of Your Subscription with appropriate Application Store (Google Playstore or Apple App Store).

If the Subscription has been made through an In-app Purchase, You can cancel the renewal of Your Subscription with the Application Store.

Billings

You shall provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

If the Subscription has been made through an In-app Purchase, all billing is handled by the Application Store and is governed by the Application Store's own terms and conditions.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

If the Subscription has been made through an In-app purchase, the Application Store's refund policy will apply. If You wish to request a refund, You may do so by contacting the Application Store directly.

Terminations

Vibeshkarayil may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

In App Purchases

The Application may include In-app Purchases that allow you to buy products, services or Subscriptions.

More information about how you may be able to manage In-app Purchases using your Device may be set out in the Application Store's own terms and conditions or in your Device's Help settings.

In-app Purchases can only be consumed within the Application. If you make a In-app Purchase, that In-app Purchase cannot be cancelled after you have initiated its download. In-app Purchases cannot be redeemed for cash or other consideration or otherwise transferred.

If any In-app Purchase is not successfully downloaded or does not work once it has been successfully downloaded, we will, after becoming aware of the fault or being notified to the fault by You, investigate the reason for the fault. We will act reasonably in deciding whether to provide You with a replacement In-app Purchase or issue You with a patch to repair the fault. In no event will We charge You to replace or repair the In-app Purchase. In the unlikely event that we are unable to replace or repair the relevant In-app Purchase or are unable to do so within a reasonable period of time and without significant inconvenience to You, We will

authorize the Application Store to refund You an amount up to the cost of the relevant In-app Purchase. Alternatively, if You wish to request a refund, You may do so by contacting the Application Store directly.

You acknowledge and agree that all billing and transaction processes are handled by the Application Store from where you downloaded the Application and are governed by that Application Store's own terms and conditions.

If you have any payment related issues with In-app Purchases, then you need to contact the Application Store directly.

Promotions, User Trials and Contests

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

From time to time, Vibeshkarayil may offer contests, sweepstakes, promotions, and user trials as part of the Services, either on or through the Web Site. To participate in contests, sweepstakes, promotions, and user trials subscribers may be required to complete a registration form. Upon submission, all registrations become the exclusive property of the Company. Registered users (each, a "Registered User") are permitted only one account. Registered Users with more than one account are subject to immediate disqualification from any Contest, contests, sweepstakes, promotions, and user trials unless the description of the contests, sweepstakes, promotions, and user trials expressly invites a user to register multiple times. The Company, at its sole discretion, may suspend or revoke the registration of any Registered User.

Registered Users agree to release the Company and its agents, advertisers, sponsors or promotional partners, from all liability arising from participation in any Contest, contests, sweepstakes, promotions and user trials located on, or accessed through, the Web Site. The Company is not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions which may limit any Registered User's ability to participate in any contests, sweepstakes, promotions, and user trials.

Each Registered User agrees to be bound by the rules of any contests, sweepstakes, promotions, and user trials and by the rules of fair play and consideration of fellow Registered User. A Registered User who violates any of the rules or guidelines for behaviour published on the Web Site, or the site where the contests, sweepstakes, promotions, and user trials conducted, are subject to immediate disqualification and revocation of their registration. The Company is under no obligation to award any prize to any Registered User who violates a published rule or guideline.

Some contests, sweepstakes, promotions, and user trials may offer prizes to Registered Users. All prizes are subject to the rules published with that contests, sweepstakes, promotions, and

user trials t. The Company reserves the right to cancel, terminate or alter any Contest or the rules thereof at any time without prior notification.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

You must be 18 years or older to use this Service. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you provide to Vibeshkarayil.com will always be accurate, correct and up to date. You are responsible for keeping your password secure. The Company cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password. You may not use the service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of the United Kingdom.

Content

The Company's Services allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Your Rights To Post Content

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness. By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.

- Impersonating any person or entity including the Company and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content. As the Company cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will the Company be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, the Company do not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed. The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state. You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

Copyright Policy

Intellectual Property

All materials contained in this Web Site are the copyrighted property of the Company and its affiliates or licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

You acknowledge and agree that the Company own all legal right, title and interest in and to the our content and the Services, including any intellectual property rights which subsist in the content and the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with the Company, nothing in these Terms of Service gives you the right to use any of the

Company's trade names, trademarks, service marks, logos, domain names, trade dress and other distinctive brand features. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services. Unless you have been expressly authorized to do so in writing by Vibeshkarayil, you agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos. The Company gives you a personal, worldwide, non-assignable, royalty-free, and non-exclusive license to use the Vibeshkarayil Application provided to you by the Company as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Vibeshkarayil Services, in the manner permitted by this Terms and Conditions.

You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise try to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically authorized by the Company in writing. You retain copyright and any other rights you already hold in content which you submit, post or display on or through the Services. By submitting, posting or displaying the content, you give the Company a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any content which you submit, post or display on or through the Services. This license is for the sole purpose of enabling the Company to display, distribute and promote the Services. You agree that this license includes a right for the Company to make such content available to other companies, organizations and individuals with whom the Company has relationships for the provision of syndicated services, and to use such content in connection with the provision of those Services.

When posting and sharing routines on the Vibeshkarayil database, you are confirming the material and content within the routine is of your own original work. The original content must be free of any plagiarism or stolen material to be considered original or of the creator's design. Each routine submitted is subject to review by the Company for any copyright material. If you are using someone else's copyrighted materials without permission, you are violating the copyright owner's exclusive rights as well as the violating the routine submission rules of the Company. Those who violate routine submission are subject to a ban of their account and the immediate removal of the copyrighted workout routine.

You understand that the Company, in performing the required technical steps to provide the Services to our users, may: (i) transmit or distribute your content over various public networks and in various media, and (ii) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit the Company to take such actions. You confirm to Vibeshkarayil that you have all the rights, power and authority to grant the above license. It is the Company's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

Governing Law

Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

User Conduct

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