

Terms and Conditions

Last Updated: April 20,2026

Welcome to **duCharcha**! These Terms and Conditions ("Terms") govern your access and use of duCharcha, a virtual debating platform provided by Duonomic ("Company," "we," or "us"). By accessing or using our services, you agree to abide by these Terms.

1. Acceptance of Terms

Explanation:

This section establishes the user's agreement to the terms and conditions of the service. It is foundational to creating a legally binding relationship between the service provider and the user. Below is an elaborated version for inclusion:

Acceptance of Terms

By accessing, downloading, or using the duCharcha platform ("Platform") in any manner, you ("User") acknowledge that you have read, understood, and agreed to these Terms and Conditions ("Terms"), along with our Privacy Policy. These Terms govern your rights and obligations concerning the use of the Platform.

1. Binding Agreement:

- By using duCharcha, you agree to be legally bound by these Terms.
- If you do not agree with any part of these Terms, you must immediately discontinue use of the Platform.

2. Revisions to the Terms:

- Duonomic reserves the right to update or modify these Terms at any time.
- Material changes to the Terms will be communicated to you via in-app notifications in 24 Hours, unless urgent legal or operational requirements demand immediate changes.

- Continued use of the Platform after the effective date of changes signifies your acceptance of the updated Terms.

3. **User Representation:**

- By agreeing to these Terms, you confirm:
 - You have the legal capacity to enter into this agreement.
 - All information provided during registration or use of the Platform is accurate, complete, and up-to date.
- Users acting on behalf of organizations confirm they are authorized to bind their organization to these Terms.

4. **Scope of Agreement:**

- These Terms constitute the entire agreement between the User and Duonomic regarding the use of the Platform, superseding all prior agreements, communications, or understandings.

5. **Electronic Acceptance:**

- Your use of the Platform, including clicking "Agree" or similar buttons, constitutes an electronic signature, confirming your acceptance of these Terms under applicable electronic signature laws.

Rationale for this Clause:

- **Legitimacy:** Ensures users explicitly agree to the rules governing the platform.
- **Flexibility for Updates:** Allows the business to adapt to legal, operational, or technological changes.
- **Enforcement:** Strengthens the enforceability of the Terms in disputes by documenting user acceptance.

2. **Eligibility**

Explanation:

The Eligibility clause defines who is allowed to use the platform and establishes clear boundaries to comply with legal regulations and protect the platform from misuse. Below is an elaborated version tailored for global applicability:

Eligibility**1. Minimum Age Requirement:**

- You must be at least **18 years old** to create an account and use the duCharcha platform independently.
- duCharcha is strictly restricted to users who are 18 years of age or older. Users who are found to be under 18 will have their accounts terminated immediately.

2. Legal Compliance:

- By using the Platform, you represent and warrant that you:
 - Meet the legal age requirements in your country or region.
 - Are not barred from using the Platform under applicable laws or regulations.

3. Prohibited Regions:

- Duonomic reserves the right to restrict or deny access to the Platform in countries or regions subject to:
 - Trade sanctions, embargoes, or legal restrictions imposed by governing authorities (e.g., OFAC, UN Sanctions).
- Users attempting to access the Platform from prohibited regions do so at their own risk, and Duonomic disclaims all liabilities associated with such access.

4. **Authorized Use:**

- The Platform is intended for personal and lawful use only. By agreeing to these Terms, you confirm that:
 - You are acting as an individual or an authorized representative of an organization, as applicable.
 - You are not using the Platform for purposes prohibited by these Terms or applicable laws, such as fraud, impersonation, or any other illicit activity.

5. **Registration Requirements:**

- To access certain features, you may be required to:
 - Provide accurate and complete registration information.
 - Maintain and update this information as necessary to keep it accurate and current.
- Failure to comply with these requirements may result in suspension or termination of your account.

6. **Right to Deny Access:**

- Duonomic reserves the right to deny access to the Platform or specific features to any User or group of Users at its sole discretion, including Users who have previously violated these Terms or engaged in prohibited activities.

Rationale for this Clause:

- **Legal Compliance:** Ensures adherence to age restrictions and legal regulations in different jurisdictions.
- **Risk Mitigation:** Protects the platform from misuse, fraud, or unauthorized access from restricted regions.

- **Flexibility:** Grants the business discretion to restrict access without needing to prove liability.

3. User Responsibilities

Explanation:

This section outlines the obligations and expected behavior of users to maintain the platform's integrity, protect other users, and ensure compliance with legal and ethical standards. Below is an elaborated version of the clause:

User Responsibilities

By using duCharcha, you agree to uphold the following responsibilities:

1. Lawful Use

- Users must use the platform only for lawful purposes and in compliance with all applicable local, national, and international laws and regulations.
- You agree not to engage in any activity that:
 - Promotes or participates in illegal activities, such as fraud, identity theft, or the dissemination of harmful or misleading content.
 - Violates intellectual property rights, privacy rights, or any other rights of third parties.

2. Content Standards

- You agree not to upload, share, or disseminate any content that:
 - Is defamatory, obscene, indecent, abusive, hateful, or discriminatory.

- Contains or promotes violence, harassment, or any criminal behavior.
- Includes viruses, malware, spyware, or any malicious code designed to disrupt, harm, or interfere with the platform's operations.
- Infringes upon the intellectual property rights of any individual or organization.

3. Account Security

- You are solely responsible for maintaining the confidentiality of your account credentials and ensuring that your account is not accessed by unauthorized individuals.

• Reporting Unauthorized Use:

- You must notify Duonomic immediately if you suspect any unauthorized use of your account or security breaches.
- Failure to report such incidents may result in account suspension.

4. Prohibited Activities

Users must not:

• Misrepresent or Impersonate:

- Falsely represent yourself as another person, entity, or organization.

• Spam or Exploit:

- Send unsolicited messages, advertisements, or

phishing attempts to other users.

- **Manipulate the Platform:**

- Use bots, automated scripts, or other mechanisms to artificially inflate metrics such as views, votes, or engagement.

- **Circumvent Security Features:**

- Attempt to bypass or disable the platform's security mechanisms, encryption, or protective measures.

5. Respect for Other Users

- You agree to interact respectfully and refrain from: ◦

Bullying, stalking, or harassing other users.

- Sharing another user's personal information (e.g., phone numbers, addresses) without explicit consent.

- Violations of this rule may result in immediate suspension or permanent banning from the platform.

6. Accuracy of Information

- Users must ensure that any information they provide, including during registration or posting content, is accurate, complete, and up to date.
- Misrepresentation of information may lead to account termination or legal action.

7. Platform Integrity

- You agree not to:

- Interfere with the normal functioning of the platform.
- Exploit vulnerabilities in the system for personal or malicious gain.
- Engage in any activity that may overload or disrupt the platform's infrastructure.

8. Reporting Violations

- If you encounter any behavior or content that violates these Terms, you are encouraged to report it through the platform's reporting mechanisms.
- Duonomic will review reports promptly and take appropriate action, including removing content or suspending accounts.

Consequences of Non-Compliance

Failure to adhere to these responsibilities may result in:

1. Account Suspension or Termination:

- Temporary or permanent suspension of your access to the platform.

2. Content Removal:

- Deletion of any content violating these Terms without prior notice.

3. Legal Action:

- Initiation of legal proceedings for damages or other remedies available under applicable laws.

Rationale for this Clause:

- **Protects Platform Integrity:** Prevents harmful or illegal activities from disrupting the user experience.
- **Minimizes Legal Risks:** Ensures compliance with applicable laws and protects Duonomic from liability.
- **Fosters Trust:** Establishes a safe and respectful environment for users.

4. Privacy and Data Handling

Explanation:

This section outlines how user data is collected, processed, stored, and protected, emphasizing compliance with global privacy laws and ensuring transparency. Below is an elaborated and comprehensive version:

Privacy and Data Handling

At Duonomic, we prioritize your privacy and are committed to safeguarding your personal information. By using duCharcha, you agree to the collection, use, and handling of your data as described in this section and our Privacy Policy.

1. Data Collection

We collect and process personal data to provide and improve the platform. This includes:

· **Personal Information:**

- Name, email address, phone number, and other details provided during account registration.

· **Usage Data:**

- Logs, device information, IP address, browser type, and activity within the platform (e.g., interactions, uploaded content).

- **Communication Records:**

- Messages, audio, and video content shared during debates or interactions on the platform.

- **Cookies and Tracking Technologies:**

- Data collected through cookies, pixels, and similar technologies to enhance user experience and analyze platform performance.

2. Purpose of Data Use

Your data is used for the following purposes:

- To provide, operate, and maintain the platform and its features.
- To personalize user experiences, such as tailoring content recommendations.
- To ensure compliance with applicable laws and prevent misuse of the platform.
- For research, development, and improvement of services and features.
- To communicate important updates, service changes, or promotional offers.
- To comply with legal obligations, enforce these Terms, and address disputes or violations.

3. Data Storage and Retention

- **Storage Locations:**

- Data may be stored on servers located in India and internationally, subject to applicable data protection laws.

• **Retention Period:**

- User data is retained only as long as necessary to fulfill the purposes outlined above or comply with legal obligations.
- Audio and video recordings may be retained for up to **7 days** for quality assurance or legal purposes.
- **Secure Storage:**
- Data is stored securely using encryption, access controls, and other industry-standard measures to prevent unauthorized access.

4. Data Sharing

We may share your data with:

• **Service Providers:**

- Third-party vendors assisting in platform operations (e.g., hosting, analytics, payment processing).

• **Legal Authorities:**

- Government entities or courts, if required by law or legal processes.

• **Business Transfers:**

- In the event of a merger, acquisition, or sale of assets, your data may be transferred to the new entity.

5. Cross-Border Data Transfers

• **Global Compliance:**

- Data transfers across borders comply with regulations such as the **General Data Protection Regulation (GDPR)** for users in the European Union and other relevant laws in different jurisdictions.

- **User Consent:**

- By using duCharcha, you consent to the transfer of your data to countries that may not have equivalent data protection laws as your jurisdiction.

6. User Rights

You have the following rights concerning your data:

- **Access:**

- Request a copy of the personal data we hold about you.

- **Correction:**

- Request corrections to inaccurate or incomplete data.

- **Deletion:**

- Request deletion of your data, subject to legal and operational requirements.

- **Opt-Out:**

- Opt-out of marketing communications or certain data processing activities, such as data used for analytics.

- **Portability:**

- Request transfer of your data to another service provider where technically feasible.

7. Security Measures

Duonomic employs robust security measures to protect your data, including:

- End-to-end encryption for sensitive communications.
- Regular security audits and vulnerability assessments.
- Restricted access to user data, limited to authorized personnel only.

8. Data Breach Notification

In the event of a data breach:

- We will notify affected users and relevant authorities promptly as required by applicable laws.
- Steps will be taken to mitigate harm and prevent future breaches.

9. Children's Privacy

- We do not knowingly collect personal information from children under the age of 13 without parental consent.
- If you believe we have collected such data, please contact us to request its removal.

10. Changes to Privacy Practices

- We may update this Privacy and Data Handling section periodically to reflect changes in legal requirements or platform functionality.
- Material changes will be communicated to users with sufficient notice.

Rationale for this Clause:

- **Transparency:** Builds user trust by clearly stating how data is used and protected.
- **Global Compliance:** Adheres to major international privacy laws, minimizing legal risks in global operations.
- **User Empowerment:** Provides users with control over their data through opt-out mechanisms and user rights.

5. Content Ownership and Intellectual Property

Explanation:

This section establishes the ownership rights of both the platform (Duonomic) and the users. It ensures that the platform's intellectual property is protected while clarifying how user-generated content is handled. Below is an elaborated and comprehensive version:

Content Ownership and Intellectual Property

By using duCharcha, you acknowledge and agree to the following terms regarding ownership and intellectual property rights:

1. Platform Ownership

- All intellectual property rights related to duCharcha, including but not limited to the platform's name, logo, design, software, code, databases, trademarks, and copyrighted materials, are owned exclusively by Duonomic.
- Users are granted a limited, non-exclusive, non-transferable, and revocable license to use the platform for personal, non-commercial purposes.

Prohibited Actions:

- You may not reverse engineer, decompile, or create derivative works of the platform without explicit written consent from Duonomic.
- Unauthorized use of the platform's intellectual property may result in legal action.

2. User-Generated Content

Ownership of User Content:

- You retain ownership of all content you upload, share, or otherwise make available on the platform, including text, audio, video, and other materials ("User Content").
- By posting User Content, you affirm that you own or have the necessary rights, licenses, and permissions to use and share such content.

License Granted to Duonomic:

- By uploading or sharing User Content, you grant Duonomic a worldwide, royalty-free, non-exclusive, transferable, and sublicensable license to:
 - Host, store, reproduce, modify, adapt, and distribute your content.
 - Display, publish, or publicly perform your content within the context of the platform's features (e.g., debates, promotions).
 - Create derivative works for operational, promotional, or service improvement purposes.

Purpose of License:

- This license is solely for the purpose of operating and

improving the platform, as well as for promoting duCharcha.

3. Intellectual Property Violations

- Users are strictly prohibited from uploading or sharing content that infringes upon the intellectual property rights of others.

- **Reporting Violations:**

- If you believe your intellectual property rights have been violated, please report the issue through our designated reporting process.
- Duonomic will promptly investigate and, if necessary, remove the infringing content or suspend the offending user's account.

4. Restrictions on Use

- You may not use any part of the platform or its content for commercial purposes without obtaining prior written permission from Duonomic.

- **Examples of Prohibited Use:**

- Republishing platform content on other websites or applications without authorization.
- Selling, renting, or sublicensing the platform's intellectual property.
- Using the platform's branding or trademarks in a way that misleads or misrepresents an affiliation with Duonomic.

5. Feedback and Suggestions

- Users may voluntarily provide feedback, suggestions, or ideas

for improving the platform ("Feedback").

- By providing Feedback, you grant Duonomic a perpetual, irrevocable, worldwide license to use, modify, and incorporate such feedback into the platform without any obligation to you.

6. Public Content and Visibility

- Any content you share publicly on the platform (e.g., public debates, comments) may be viewed and shared by other users.
- **Disclaimer:** Duonomic is not responsible for how third parties use or share your publicly visible content.

7. Duration of User Content License

- The license granted to Duonomic for User Content persists as long as the content remains on the platform.
- If you delete your User Content:
 - Duonomic will remove the content from public view within a reasonable timeframe.
 - However, copies of the content may remain in backups or archives for legal, security, or operational reasons.

8. DMCA Compliance (For U.S. Operations)

- Duonomic complies with the Digital Millennium Copyright Act (DMCA) and other applicable copyright laws.
- If you believe your copyrighted material has been used without authorization, please submit a formal takedown request, including:
 - Your contact details.

- A description of the infringing content and its location.
- A statement of good faith belief that the use is unauthorized.
- Proof of your ownership or authorization to act on behalf of the copyright owner.

9. Reservation of Rights

- Duonomic reserves all rights not expressly granted in these Terms.
- Users may not imply or infer any transfer of ownership or rights to any part of the platform or its intellectual property.

10. Termination of Rights

- If you violate these Terms or infringe upon intellectual property rights:
 - Your account may be suspended or terminated without notice.
 - Duonomic reserves the right to pursue legal remedies to protect its intellectual property.

Rationale for this Clause:

- **Protects the Platform:** Ensures that Duonomic retains control over its intellectual property and prevents misuse.
- **Clarifies User Rights:** Allows users to understand their ownership over uploaded content while granting necessary operational rights to Duonomic.
- **Minimizes Legal Risks:** Addresses potential infringement

issues and provides a clear mechanism for reporting and resolving disputes.

6. Global Compliance

Explanation:

This section addresses the platform's commitment to adhere to international laws, standards, and regulations, ensuring lawful operations across jurisdictions. It includes measures for legal compliance and addresses cross-border complexities, making the platform globally adaptable. Below is an elaborated version:

Global Compliance

Duonomic is committed to ensuring that the duCharcha platform complies with applicable laws and regulations across the regions in which it operates. This section outlines our approach to international legal compliance and user obligations.

1. Export Control and Sanctions

• Legal Restrictions:

- Duonomic complies with all applicable export control and sanctions laws, including but not limited to:
 - The **Export Administration Regulations (EAR)** in the United States.
 - **European Union Sanctions.**
 - Indian export control laws and other local regulations.
- The platform is not available in prohibited countries or regions subject to trade embargoes, sanctions, or other legal restrictions (e.g., North Korea, Iran).

• User Obligations:

- By using the platform, you confirm that you:
 - Are not located in a prohibited region.
 - Are not listed on any government watchlist (e.g., Specially Designated Nationals List by OFAC).

2. Compliance with Privacy Laws

- Duonomic ensures compliance with global data protection laws, including but not limited to:
 - **General Data Protection Regulation (GDPR)** for users in the European Union.
 - **California Consumer Privacy Act (CCPA)** for users in California, USA.
 - **Information Technology Act, 2000** and related rules in India.
- **User Rights Under Privacy Laws:**
 - Users are entitled to request access to, correction of, or deletion of their data.
 - Duonomic adheres to lawful processes for data transfers, including the use of **Standard Contractual Clauses (SCCs)** for EU users.

3. Accessibility Compliance

- Duonomic strives to make duCharcha accessible to all users, including those with disabilities.
- The platform is developed to meet international accessibility standards, such as:
 - **Web Content Accessibility Guidelines (WCAG 2.1).**

- **Americans with Disabilities Act (ADA)** for users in the United States.

• Features include:

- Screen reader compatibility.
- Keyboard navigation support.
- Visual adjustments for users with color blindness or visual impairments.

4. Tax Compliance and Payment Regulations

• **Global Tax Obligations:**

- Duonomic complies with value-added tax (VAT), goods and services tax (GST), and other applicable tax laws in different jurisdictions.
- Users are responsible for any additional taxes or duties imposed by their local government.

• **Payment Gateways:**

- All payments are processed through secure, internationally compliant payment gateways.
- Currency conversions and associated fees depend on the user's region and chosen payment method.

5. Consumer Protection Laws

- Duonomic adheres to regional consumer protection laws, ensuring transparency and fairness in business practices, including:

- **Consumer Protection Act, 2019 (India):** Protects users against unfair trade practices and ensures grievance redressal.
 - **FTC Guidelines (USA):** Ensures transparent marketing and promotional practices.
- Users can report violations of consumer rights through dedicated support channels.

6. Cross-Border Data Transfers

- Duonomic ensures that cross-border data transfers comply with international laws:
- **GDPR:** Transfers of EU users' data outside the EU are subject to strict protections, including SCCs.
 - **CCPA:** Data transfers involving California residents comply with relevant data-sharing restrictions.
- **User Consent:**
- By using the platform, users consent to their data being stored and processed in countries with varying privacy laws.

7. Regional Dispute Resolution

- For disputes arising from different jurisdictions:
- Indian users will resolve disputes in accordance with Indian law in the courts of **Delhi**.
 - For international users, Duonomic may offer regional arbitration options, such as the **Singapore International Arbitration Centre (SIAC)** or **London Court of**

International Arbitration (LCIA).

8. Prohibited Conduct Across Jurisdictions

- Users must comply with:
 - Anti-bribery and anti-corruption laws (e.g., **US Foreign Corrupt Practices Act (FCPA), UK Bribery Act**).
 - Anti-money laundering laws and counter-terrorism financing regulations in their respective jurisdictions.

9. Localized Features and Restrictions

- Certain features of the platform may be tailored or restricted based on regional laws and cultural sensitivities.
- **Examples:**
 - Disabling features prohibited by local laws (e.g., certain content-sharing features in countries with strict censorship rules).
 - Adherence to local advertising and promotional regulations.

10. Updates to Compliance Policies

- Duonomic monitors and adapts to changes in global and regional laws, ensuring continued compliance.
- Users will be notified of significant updates to compliance related policies.

Consequences of Non-Compliance

- Violation of these compliance terms may result in: ◦

Account suspension or termination.

- Legal actions under applicable laws.
- Reporting to regulatory or law enforcement authorities.

Rationale for this Clause:

- **Global Adaptability:** Enables lawful operations across multiple jurisdictions while accommodating region-specific rules.
- **User Trust:** Assures users of the platform's commitment to legal compliance and fair practices.
- **Risk Mitigation:** Reduces exposure to penalties, fines, or operational restrictions due to non-compliance.

7. Payments, Fees, and Refunds

Explanation:

This section establishes clear guidelines for handling transactions on the platform, including payments, refunds, and user responsibilities. It also ensures compliance with local and international financial regulations to protect both the business and users. Below is an elaborated version:

Payments, Fees, and Refunds

To access certain features or services on duCharcha, users may be required to make payments. This section outlines the terms governing payments, applicable fees, and refund policies.

1. Payment Terms

· **Accepted Payment Methods:**

- Payments can be made using credit cards, debit cards, UPI, digital wallets, or other methods supported in your

region.

- Transactions are processed through secure, PCI DSS compliant payment gateways to protect your financial data.

· Payment Currency:

- Payments are processed in the currency specified at the time of checkout.
- Currency conversion fees may apply if your local currency differs from the transaction currency.

· User Responsibility:

- Ensure sufficient funds or credit availability before initiating a transaction.
- Duonomic is not responsible for payment failures caused by issues with third-party payment processors or insufficient funds.

2. Fees and Charges

· Subscription Fees:

- Certain features or services may require a subscription. Subscription terms, including duration, cost, and renewal terms, will be clearly stated at the point of purchase.

· Transaction Fees:

- Additional fees, such as taxes, currency conversion charges, or platform fees, may apply and will be disclosed during the transaction process.

· Late Payment:

- Duonomic reserves the right to suspend access to premium features or accounts for unpaid balances after the due date.

3. Refund Policy

All fees paid to duCharcha are strictly non-refundable. No refunds will be issued for any reason including change of mind, accidental purchase, partial usage, or dissatisfaction with the platform. The sole exception is a billing error directly caused by Duonomic, which will be corrected within 7 business days.

4. Taxes and Regulatory Compliance

• Taxes:

- Prices displayed on the platform may include or exclude applicable taxes (e.g., VAT, GST) based on your location.
- Users are responsible for any additional taxes imposed by their local government.

• Compliance:

- Duonomic complies with local tax regulations and will collect and remit taxes where required by law.
- Users may receive invoices or receipts indicating the breakdown of applicable taxes.

5. Subscriptions and Renewals

• Automatic Renewals:

- If applicable, subscriptions will automatically renew at the end of the term unless canceled by the user at least **48 hours** before the renewal date.
- Renewal charges will be billed to the payment method on

file unless updated by the user.

• Cancellation of Subscription:

- Users can cancel subscriptions through their account settings or by contacting support.
- Cancellation will take effect at the end of the current billing cycle. No partial refunds will be issued for unused portions of the subscription.

6. Disputes and Chargebacks

• Resolving Payment Issues:

- Users must contact Duonomic support to resolve billing disputes before initiating a chargeback.
- Failure to resolve disputes directly with Duonomic may result in account suspension.

• Chargebacks:

- Fraudulent or unwarranted chargebacks may result in permanent account termination and legal action.

7. Discounts, Promotions, and Coupons

• Validity:

- Discounts, promotional offers, or coupon codes are valid only for the terms specified at the time of issuance.
- Misuse of promotions may result in cancellation of the benefit and suspension of the account.
- Coupons have terms: expiry, minimum redemption threshold, non-transferable, no cash equivalent, Duonomic's right to modify or discontinue.

- **Non-Transferable:**

- Promotional codes and discounts are non-transferable and may not be redeemed for cash.

8. Failure to Pay

- **Consequences:**

- If a payment is not completed, Duonomic reserves the right to restrict access to paid features until payment is made.
- Continued non-payment may result in the suspension or termination of the account.

9. Modifications to Payment Terms

- Duonomic reserves the right to modify fees, charges, and payment terms. Users will be notified of any significant changes at least **30 days in advance**.
- Continued use of paid services after such modifications constitutes acceptance of the updated terms.

10. Regional Variations

- **Jurisdiction-Specific Policies:**

- Refund policies and payment practices may vary to comply with local consumer protection laws (e.g., **EU Consumer Rights Directive** for refunds within 14 days).
- Additional fees or taxes may apply based on local regulations.

Consequences of Non-Compliance

- Users who violate payment terms may face:
 - Restricted access to the platform.
 - Permanent account termination.
 - Legal action to recover unpaid amounts, if necessary.

Rationale for this Clause:

- **Transparency:** Builds trust by clearly outlining costs, fees, and refund policies.
- **Risk Mitigation:** Minimizes disputes by setting clear expectations for payments and refunds.
- **Global Compliance:** Ensures adherence to regional tax and payment regulations.

8. Limitation of Liability

Explanation:

This section limits the platform's legal exposure by defining the scope and extent of Duonomic's liability to users. It protects the company from excessive claims while ensuring compliance with applicable laws. Below is an elaborated version of the clause:

Limitation of Liability

By using duCharcha, you acknowledge and agree to the following limitations on Duonomic's liability:

1. General Disclaimer of Liability

· **No Warranty for Error-Free Operation:**

- Duonomic provides the platform "as is" and "as available," without any guarantees of uninterrupted or error-free service.
- While we strive to ensure the platform's reliability and security, we cannot guarantee that it will always function perfectly or meet your specific requirements.

· **No Responsibility for User Content:**

- Duonomic is not responsible for the accuracy, reliability, or legality of user-generated content shared on the platform.

2. Exclusions of Indirect Damages

· To the fullest extent permitted by law, Duonomic shall not be liable for any:

- Indirect, incidental, or consequential damages.
- Loss of profits, business, or data resulting from the use or inability to use the platform.
- Damages arising from unauthorized access to user accounts or data breaches caused by third-party actions.

3. Limitation of Monetary Liability

· **Liability Cap:**

- In jurisdictions where liability cannot be excluded entirely, Duonomic's total liability is capped at the greater of:
 - The total fees paid by the user for the platform's services in the last **12 months**.

- INR **10,000** or equivalent in the user's local currency.

- **Application of Cap:**

- The liability cap applies collectively to all claims, including breach of contract, tort (including negligence), or other grounds.

4. Regional Exceptions

- In jurisdictions that do not allow the exclusion or limitation of certain liabilities (e.g., personal injury or fraud), these limitations may not apply to you.
- This clause is intended to be interpreted to the maximum extent permissible under applicable laws.

5. Third-Party Services

- The platform may integrate or link to third-party services (e.g., payment gateways, external websites).
 - Duonomic is not responsible for:
 - Failures, errors, or data breaches caused by third party services.
 - The content, security, or availability of third-party platforms.

6. Force Majeure

- Duonomic is not liable for delays, interruptions, or failures resulting from events beyond its control, including but not limited to:
 - Natural disasters (e.g., earthquakes, floods).

- Government actions, trade restrictions, or sanctions.
- Cyberattacks, power outages, or labor disputes.

7. User Responsibility

- Users are solely responsible for:
 - Ensuring the compatibility of their devices with the platform.
 - Safeguarding their account credentials and preventing unauthorized access.
 - Any consequences arising from their misuse of the platform.

8. Dispute Resolution and Remedy

• Exclusive Remedies:

- Your sole remedy for dissatisfaction with the platform is to discontinue use and, where applicable, request a refund for unused services per the Refund Policy.

• Agreement to Arbitration:

- All claims and disputes arising under this limitation of liability are subject to the Arbitration clause outlined in Section 9.

9. Specific Exclusions

- Duonomic does not limit liability for:
 - Fraud or fraudulent misrepresentation.
 - Death or personal injury caused by proven negligence.

- Any liability that cannot be excluded under applicable laws.

10. Updates to This Clause

- Duonomic may revise this limitation of liability clause from time to time to reflect changes in applicable laws or business operations.
- Material changes will be communicated to users, and continued use of the platform after such changes constitutes acceptance.

Consequences of Violating These Terms

- Users who attempt to exploit the platform or file baseless claims against Duonomic may face:
 - Account suspension or termination.
 - Legal action for damages caused by their misuse.

Rationale for this Clause:

- **Protects Business Interests:** Shields Duonomic from excessive financial liabilities.
- **Manages User Expectations:** Clearly defines what the platform is responsible for and what it isn't.
- **Compliance:** Aligns with regional legal requirements, providing flexibility for jurisdictions with stricter liability laws.

9. Arbitration and Dispute Resolution

Explanation:

This section establishes a clear mechanism for resolving disputes between users and Duonomic, favoring arbitration over litigation to

minimize costs and time. It complies with international arbitration standards while addressing jurisdictional nuances. Below is an elaborated version:

Arbitration and Dispute Resolution

At Duonomic, we aim to resolve disputes amicably. However, if a resolution cannot be reached, the following terms apply:

1. Informal Dispute Resolution

- Before initiating arbitration or legal proceedings, users must contact Duonomic's **Support Team** to attempt to resolve the issue informally.
- Users can initiate this process by sending a written notice detailing the dispute to **support@ducharcha.com**.
- Duonomic will respond within **15 business days**, and both parties will attempt to resolve the matter within **30 days** from the date of the response.

2. Agreement to Arbitration

- If informal resolution fails, disputes will be resolved through binding arbitration under the following terms:
 - **Governing Rules:** The arbitration will be conducted under the rules of the **Arbitration and Conciliation Act, 1996** (India) or other applicable rules based on the user's jurisdiction.
 - **Arbitration Institution:** Disputes may be referred to recognized institutions such as:
 - **Singapore International Arbitration Centre (SIAC)** for international users.

· **Indian Council of Arbitration (ICA)** for users in India.

- **Arbitrator Selection:** A single arbitrator will be mutually agreed upon by both parties. If no agreement is reached, the arbitration institution will appoint the arbitrator.

3. Arbitration Venue and Language

· **Venue:** The arbitration shall take place in:

- **Delhi** , for disputes arising in India.
- A neutral location or via virtual proceedings for international users.

· **Language:** The arbitration proceedings will be conducted in **English**.

4. Costs and Fees

- The costs of arbitration, including the arbitrator's fees and administrative fees, will be shared equally by both parties.
- Each party is responsible for its legal fees unless otherwise awarded by the arbitrator.
- Users from regions with consumer protection laws (e.g., EU, USA) may be entitled to fee waivers or reductions.

5. Exceptions to Arbitration

- Arbitration does not apply to:
 - Claims involving intellectual property rights, where injunctive relief or other equitable remedies are sought.
 - Disputes that fall under small claims courts, where applicable.

6. Binding Nature of Arbitration

- The arbitrator's decision is final and binding on both parties.
- The award may be enforced in any court of competent jurisdiction.

7. Class Action Waiver

- By agreeing to these Terms, you waive the right to:
 - Participate in class action lawsuits or collective arbitration against Duonomic.
 - Bring claims on behalf of others or join claims with others in a single proceeding.

8. Governing Law

- The laws governing this agreement depend on the user's location:
 - **Indian Law:** For disputes involving users in India.
 - **Local Law Compliance:** For international users, arbitration proceedings will comply with local arbitration laws where required.

9. Small Claims Court Option

- Users may opt to resolve disputes in small claims court instead of arbitration, provided:
 - The claim qualifies for small claims under local laws.
 - The court is located in the user's jurisdiction or another agreed-upon location.

10. Good Faith Participation

- Both parties agree to participate in the arbitration process in good faith, providing all necessary information to facilitate a fair resolution.

11. Limitations on Claims

- All claims must be filed within **Three months** from the date the cause of action arises, unless a longer period is required by local laws.

12. Confidentiality of Arbitration

- The arbitration process, including all proceedings, evidence, and decisions, will remain confidential unless disclosure is required by law.

Consequences of Non-Compliance with Arbitration

- Failure to comply with this Arbitration and Dispute Resolution clause may result in:
 - The dismissal of claims by courts or arbitration institutions.
 - Legal costs awarded to the complying party.

Rationale for this Clause:

- **Cost-Effective:** Encourages resolution through arbitration, which is typically faster and less expensive than litigation.
- **Global Applicability:** Accounts for international users by

allowing virtual or region-specific arbitration options.

- **Legal Finality:** Ensures the resolution process is binding, reducing prolonged disputes.

10. Suspension and Termination

Explanation:

This section outlines the circumstances under which Duonomic may suspend or terminate user accounts and services. It protects the platform from misuse, ensures compliance with laws, and provides clarity to users regarding their rights and responsibilities. Below is an expanded and detailed version:

Suspension and Termination

Duonomic reserves the right to suspend or terminate user accounts and access to the duCharcha platform under the following terms:

1. Grounds for Suspension or Termination

Duonomic may suspend or terminate your account, access to specific features, or the entire platform for the following reasons:

• **Violation of Terms:**

- Engaging in prohibited activities as outlined in Section 3 (User Responsibilities).
- Sharing content that violates laws, infringes intellectual property rights, or breaches community guidelines.

• **Non-Payment:**

- Failure to pay subscription fees or other charges associated with premium features.

• **Legal or Regulatory Requirements:**

- Compliance with legal obligations, court orders, or government directives.

• **Security Concerns:**

- Suspected unauthorized access, fraudulent activity, or potential harm to the platform's infrastructure or other users.

• **Inactive Accounts:**

- Accounts that remain inactive for a prolonged period (e.g., 12 months) may be deactivated, with prior notice provided.

2. Temporary Suspension

• **Investigation Phase:**

- Accounts may be temporarily suspended while Duonomic investigates reports of violations, security breaches, or suspicious activities.

• **Restoration of Access:**

- If the investigation clears the user of wrongdoing, access will be restored promptly.

3. Immediate Termination

Duonomic reserves the right to terminate accounts immediately without prior notice for:

- Repeated violations of these Terms.
- Activities posing significant risks to other users, the platform, or public safety (e.g., hate speech, illegal activities).
- Fraudulent chargebacks or disputes against legitimate platform charges.

4. User-Initiated Termination

• Account Deletion:

- Users may delete their accounts at any time through the platform's account settings or by contacting support.

• Data Handling Upon Deletion:

- Following account deletion, Duonomic will:
 - Retain user data for a limited period as required by law or for operational purposes (e.g., dispute resolution).
 - Ensure deletion of personal data in compliance with applicable privacy regulations (e.g., GDPR, CCPA).

5. Notification of Termination

• For Cause:

- Duonomic will provide a written notice (via email or in app notification) explaining the reason for suspension or termination.

• Without Cause:

- Duonomic reserves the right to terminate services for business reasons, provided reasonable advance notice (e.g., 30 days) is given.

6. Consequences of Termination

• Upon termination:

- Your right to access the platform and its features will immediately cease.

- All associated content, including saved data and user generated content, may be deleted or made inaccessible.
- Any active subscriptions or remaining balances are non refundable unless otherwise stated in the Refund Policy.

7. Appeal Process

• Right to Appeal:

- Users may appeal suspensions or terminations by submitting a formal request to support@ducharcha.com within **7 days** of receiving the termination notice.

• Resolution Timeline:

- Duonomic will review appeals and provide a final decision within **15 business days**.

8. Preservation of Rights

• Duonomic reserves the right to:

- Retain evidence of violations for legal purposes.
- Pursue legal action against users who violate these Terms or applicable laws, including recovery of damages caused by misuse.

9. Business Discontinuation

• In the event of platform shutdown or service discontinuation: ◦

Users will be notified at least **60 days** in advance.

- Efforts will be made to refund any remaining balances or unused portions of subscriptions, where applicable.

10. Survival of Terms

- The following clauses will survive termination:
 - Content Ownership and Intellectual Property.
 - Limitation of Liability.
 - Arbitration and Dispute Resolution.
 - Any other provisions required to fulfill legal or contractual obligations.

Consequences of Non-Compliance

- Users engaging in prohibited activities after termination may face:
 - Permanent account bans.
 - Legal action for damages or other remedies.

Rationale for this Clause:

- **Platform Protection:** Safeguards against misuse, ensuring a secure and compliant user environment.
- **Transparency:** Provides clear guidelines for suspension, termination, and user appeals.
- **Legal and Operational Clarity:** Ensures compliance with regulatory requirements and defines post-termination processes.

11. Content Moderation and Removal

Explanation:

This section defines the platform's rights and responsibilities in managing user-generated content. It ensures that duCharcha

provides a safe, lawful, and respectful environment while outlining the process for content removal and user rights.

Content Moderation and Removal

Duonomic is committed to maintaining a safe and inclusive platform. To achieve this, we reserve the right to moderate and remove content that violates our policies, community standards, or applicable laws.

1. Scope of Moderation

· User-Generated Content:

- Includes any text, audio, video, images, or other materials uploaded, shared, or posted by users on the platform.

· Platform Content:

- Covers content created by duCharcha, including guidelines, features, or community standards.

2. Prohibited Content

Users are prohibited from sharing content that:

1. Violates Laws:

- Includes content that is illegal, fraudulent, or promotes unlawful activities (e.g., terrorism, human trafficking).

2. Infringes on Rights:

- Violates intellectual property, privacy, or other legal rights of individuals or organizations.

3. Harmful or Abusive:

- Contains hate speech, harassment, threats, defamation, or content designed to harm others.

4. **Sexually Explicit or Obscene:**

- Includes pornography, sexually explicit material, or obscene imagery.

5. **Misleading or Spam:**

- Spreads false information, phishing links, or unsolicited advertisements.

6. **Malicious Code:**

- Includes viruses, malware, or any code designed to disrupt platform operations.

Legal Frameworks and Compliance

Duonomic ensures compliance with global and regional laws while moderating and removing content. The following legal standards apply:

1. **General Data Protection Regulation (GDPR):**

- Protects user privacy and governs the removal of content that infringes on personal data rights within the European Union.
- Example: Removing content that exposes someone's personal information (e.g., address, phone number) without consent.

2. **Digital Millennium Copyright Act (DMCA) (USA):**

- Applies to content that infringes on copyrights.
- Example: Removing a video uploaded by a user that uses copyrighted music or footage without permission.
- **Notice-and-Takedown:** Content flagged under DMCA will follow a formal takedown procedure, including notifying the uploader and providing them an opportunity to file a counter-notice.

3. Information Technology Act, 2000 (India):

- Prohibits sharing obscene content, impersonation, or content designed to harm public decency.
- Example: Removing posts containing manipulated images to defame an individual.

4. Children's Online Privacy Protection Act (COPPA) (USA):

- Governs content involving minors and prohibits collecting their data without verifiable parental consent.
- Example: Deleting posts or profiles created by individuals under the age of 13 without proper consent.

5. Hate Speech Regulations:

- Local laws in countries like Germany (NetzDG) and Canada prohibit the spread of hate speech.
- Example: Removing content that incites violence or discrimination against protected groups based on race, religion, gender, or sexual orientation.

6. Consumer Protection Laws:

- Covers misleading or deceptive content in advertisements.
- Example: Removing posts that falsely claim a product or service endorsement by duCharcha.

Examples of Flagged Content

Users are prohibited from posting or sharing the following types of content:

1. Illegal Content:

- Posts promoting terrorism, human trafficking, or the sale

of illegal substances.

- Example: A user advertising the sale of counterfeit goods or narcotics.

2. Copyright-Infringing Content:

- Sharing movies, music, books, or other copyrighted materials without proper authorization.
- Example: Uploading a full-length movie without the producer's permission.

3. Hate Speech:

- Content that incites violence, hatred, or discrimination against individuals or groups based on race, religion, nationality, gender, or sexual orientation.
- Example: Posts promoting extremist ideologies or targeting specific communities with slurs.

4. False Information and Misinformation:

- Sharing deliberately false claims or fake news that could cause public harm.
- Example: Posts about unverified cures for medical conditions during a public health crisis.

5. Sexually Explicit or Pornographic Material:

- Posts containing nudity, sexual acts, or suggestive content not aligned with platform guidelines.
- Example: Sharing pornographic images or links to explicit sites.

6. Defamatory or Harassing Content:

- Targeting individuals with insults, threats, or false claims to harm their reputation.

- Example: Posting fabricated accusations of fraud against another user.

7. Content Violating Personal Privacy:

- Sharing private information like home addresses, financial details, or medical records.
- Example: Posting another user's bank account information without consent.

8. Malware and Phishing Links:

- Posts containing links to malicious websites intended to steal data or compromise devices.
- Example: Sharing links disguised as trusted sources but leading to phishing pages.

9. Harmful or Dangerous Activities:

- Encouraging or glamorizing harmful behavior, such as self-harm or risky challenges.
- Example: Videos promoting unsafe "viral challenges" leading to injuries.

Regional Implementation of Moderation Standards

Content flagged for removal is reviewed in the context of regional laws to avoid overreach or cultural insensitivity:

1. European Union (GDPR):

- Users in the EU can request the removal of content that involves their personal data or breaches privacy rights.
- Example: A public post revealing an individual's private medical diagnosis without consent.

2. United States (DMCA):

- Users claiming copyright infringement must submit a valid DMCA takedown notice. The uploader can counter notify if they believe the claim is invalid.

3. India (IT Rules, 2021):

- Platforms are required to remove content flagged by government agencies within 36 hours.
- Example: Posts flagged as a threat to national security.

4. Germany (NetzDG):

- Hate speech and defamation must be removed within 24 hours of being flagged.

3. Moderation Practices

· Automated Moderation:

- Duonomic employs automated tools (e.g., AI algorithms) to detect and flag potentially harmful content.
- Automated actions are reviewed periodically to ensure accuracy and fairness.

· Human Review:

- Moderation teams review flagged content for context and applicability.
- Users may receive warnings, suspensions, or terminations based on the outcome of the review.

4. Reporting Mechanisms

· How to Report Content:

- Users can report inappropriate content directly via the

platform using a designated “Report” button.

- Reports must include the nature of the violation and relevant details (e.g., content link, timestamp).

• **Timelines for Review:**

- Duonomic aims to review reported content within **48 hours** and take appropriate action.

5. Content Removal Process

• **Grounds for Removal:**

- Content may be removed if it violates:
 - These Terms and Conditions.
 - Community guidelines.
 - Applicable local, national, or international laws.

• **Notice of Removal:**

- Users will be notified when their content is removed, along with an explanation of the violation.

• **Immediate Removal:**

- In cases of severe violations (e.g., content promoting violence or illegal activities), Duonomic may remove content immediately without prior notice.

6. Appeals Process

• **Right to Appeal:**

- Users may appeal content removal decisions by submitting a request within **7 days** of receiving the removal notice.

- Appeals must include:
 - The content in question.
 - Justification for why the removal was incorrect.

• **Resolution Timeline:**

- Appeals will be reviewed, and a decision will be provided within **10 business days**.
- The decision on the appeal will be final.

7. Preservation of Removed Content

• **Retention for Legal Purposes:**

- Removed content may be retained for a limited period to comply with:
 - Law enforcement requests.
 - Legal obligations or disputes.

• **Access Restrictions:**

- Retained content will not be accessible to the user or public during this period.

8. Content Visibility and Public Access

• **Public Content:**

- Content made public by users (e.g., debates, comments) may remain accessible to others until formally removed.

• **Sharing by Other Users:**

- Content already shared by others (e.g., reposts) may persist even after removal from the original source.

9. Repeat Violations

• Escalated Actions:

- Users with repeated content violations may face:
 - Account suspension or termination.
 - Permanent restrictions on posting content.

• Threshold for Violations:

- The number of allowable violations before escalation will depend on the severity of each offense.

10. Duonomic's Right to Act

• Duonomic reserves the right to:

- Modify, restrict, or remove content at its sole discretion, even if not reported.
- Enforce content standards retroactively if new rules or laws are enacted.

11. Exemptions and Special Cases

• Cultural Sensitivities:

- Content flagged due to cultural differences will be evaluated based on the user's region and local laws.

• Artistic or Educational Content:

- Content with artistic or educational merit may be allowed, subject to a case-by-case review.

12. Consequences for Non-Compliance

- Users found violating content guidelines may face:
 - Temporary or permanent account suspension.
 - Legal action for severe violations, such as sharing illegal content.

Rationale for this Clause:

- **Protects Platform Integrity:** Ensures that duCharcha remains a safe, lawful, and inclusive space for all users.
- **Legal Safeguard:** Minimizes liability by proactively addressing content-related violations.
- **User Trust:** Establishes clear and fair processes for moderation and appeals.

12. Universal Opt-Out Rights

Explanation:

This section grants users control over how their data is used, particularly in areas such as targeted advertising, data sharing, and automated decision-making. It ensures compliance with global privacy laws like GDPR (EU), CCPA (California), and other regional regulations.

Universal Opt-Out Rights

Duonomic is committed to respecting user privacy and providing transparent options to control how personal data is used. Users of duCharcha have the right to opt out of specific types of data processing and communications as detailed below.

1. Right to Opt-Out of Targeted Advertising

- Users may opt out of personalized or interest-based advertisements displayed on the platform.

• Procedure to Opt-Out:

- Adjust ad preferences via the **Settings** section of the platform.
- Alternatively, submit a request to opt out by contacting **no-reply@ducharcha.com**.

• Global Ad Standards:

- Duonomic adheres to the Digital Advertising Alliance (DAA) and similar global standards to honor user preferences.

2. Right to Opt-Out of Data Sharing with Third Parties

- Users can choose to restrict the sharing of their personal data with third parties, except as required for platform functionality (e.g., payment processing).

• Exceptions:

- Data required for legal compliance, fraud prevention, or operational purposes may still be shared.

• Process:

- Submit an opt-out request through the **Privacy Settings** or via **no-reply@ducharcha.com**.

3. Right to Opt-Out of Marketing Communications

- Users have the option to unsubscribe from promotional emails, SMS, or push notifications.

- **Unsubscribing Methods:**

- Use the “Unsubscribe” link provided in emails.
- Adjust notification preferences in the **Settings** section of the platform.

- **Exclusions:**

- Essential service communications (e.g., account updates, security alerts) cannot be opted out of.

4. Right to Opt-Out of Automated Decision-Making

- Users can request exclusion from decisions made solely by automated systems, including:

- Automated content moderation.
- Algorithm-based recommendations.

- **Opt-Out Request:**

- Contact **no-reply@ducharcha.com** to initiate the opt-out process.

- **Impact on User Experience:**

- Opting out may limit the personalization and effectiveness of certain platform features.

5. Right to Opt-Out of Cookies and Tracking Technologies

- Users can control how cookies and similar technologies track their activity on the platform.

- **Cookie Preferences:**

- Adjust cookie settings via the **Cookie Management Tool** available on the platform.
- Disable non-essential cookies using browser settings or tools like **YourAdChoices**.

· **Global Compliance:**

- Duonomic adheres to GDPR's requirements for cookie consent and management.

6. Opt-Out of Data Sale (Where Applicable)

- In compliance with CCPA and similar laws, users may opt out of the sale of their personal data to third parties.

· **Exercising This Right:**

- Submit a "Do Not Sell My Data" request via the **Privacy Settings** or **no-reply@ducharcha.com**.

7. Regional Opt-Out Variations

· **European Union (GDPR):**

- Users can opt out of all non-essential data processing, including profiling and analytics.

· **California (CCPA):**

- Users can opt out of data sales and request disclosure of personal data collected or shared.

· **India (Data Protection Bill):**

- Users can limit the use of sensitive personal data, such as biometric or financial information.

8. Opt-Out Confirmation and Timeframe

• Acknowledgment of Requests:

- Duonomic will confirm receipt of opt-out requests within **5 business days**.

• Implementation Timeline:

- Opt-out requests will be processed within **15 business days** from the date of submission.

9. Limitations on Opt-Out Rights

• Users cannot opt out of:

- Data processing required for the operation and security of the platform.
- Sharing data required to comply with legal obligations or law enforcement requests.

10. Transparency and Updates

• Annual Notice:

- Users will receive an annual notice summarizing their opt-out rights and any updates to this policy.

• Policy Changes:

- Updates to opt-out policies will be communicated at least **30 days in advance**.

Consequences of Opt-Out

• Opting out of certain services may impact:

- The personalization of features (e.g., debate topic suggestions).
- Availability of free or subsidized services supported by advertising.

Rationale for this Clause:

- **User Empowerment:** Provides users control over how their data is used.
- **Regulatory Compliance:** Ensures adherence to global privacy laws.
- **Trust and Transparency:** Builds user trust by offering clear and accessible privacy controls.

13. Force Majeure

Explanation:

The Force Majeure clause protects Duonomic from liability for disruptions caused by events beyond its control. It ensures users understand that certain unforeseen circumstances may affect the platform's availability or functionality.

Force Majeure

Duonomic is not liable for any failure or delay in performing its obligations under these Terms if such failure or delay is caused by events beyond its reasonable control, including but not limited to:

1. Covered Events

The following events are considered "Force Majeure" events:

- **Natural Disasters:**

- Earthquakes, floods, hurricanes, tsunamis, or other acts

of nature.

• **Government Actions:**

- Compliance with laws, regulations, orders, or restrictions imposed by government authorities, including trade embargoes, sanctions, or changes in laws.

• **Public Health Emergencies:**

- Pandemics, epidemics, or other health crises that disrupt normal operations.

• **Infrastructure Failures:**

- Power outages, internet service disruptions, or failures in third-party services essential to the platform's operations.

• **Civil Disturbances:**

- Riots, strikes, labor disputes, or other social unrest.

• **Cyber Incidents:**

- Major cyberattacks, ransomware incidents, or other security breaches outside Duonomic's direct control.

2. Effect of Force Majeure Events

• **Temporary Suspension:**

- Duonomic may temporarily suspend or limit access to the platform during Force Majeure events without prior notice.

• **Resumption of Services:**

- Services will be restored as soon as it is reasonably feasible after the Force Majeure event concludes.

3. Communication During Force Majeure

- Duonomic will make reasonable efforts to:
 - Notify users of the Force Majeure event, its impact on the platform, and any expected downtime.
 - Provide updates through official communication channels (e.g., email, in-app notifications, or the company website).

4. User Obligations During Force Majeure

- Users acknowledge and agree that:
 - Their obligations under these Terms (e.g., payment for subscriptions) may still apply unless otherwise stated.
 - They will not hold Duonomic liable for any losses incurred due to the unavailability of services during a Force Majeure event.

5. Limitations of Force Majeure Clause

- This clause does not excuse:
 - Delays or failures caused by negligence, lack of preparation, or other preventable circumstances.
 - Obligations to protect user data and maintain platform security, which remain a priority even during Force Majeure events.

6. Termination Due to Prolonged Force Majeure

- In the event of a prolonged Force Majeure event exceeding 90 days, Duonomic may at its sole discretion issue account credits

for the affected period. No cash refunds will be issued.

7. Exclusions from Force Majeure

The following are not considered Force Majeure events:

- Predictable technical failures or outages due to regular maintenance.
- Delays caused solely by third-party service providers unrelated to broader events.

8. Jurisdictional Compliance

- This Force Majeure clause is intended to comply with applicable laws in the jurisdictions where Duonomic operates.
- In cases where local laws conflict with this clause, the clause will be interpreted to the maximum extent permitted by law.

Consequences of Force Majeure

- Users agree that Duonomic is not responsible for:
 - Refunds or compensation beyond what is explicitly stated in these Terms.
 - Damages or losses incurred as a result of service unavailability during Force Majeure events.

9. Dispute Resolution for Force Majeure Claims

- Disputes related to the invocation of this clause will be resolved through the Arbitration and Dispute Resolution process outlined in Section 9.

Rationale for this Clause:

- **Risk Mitigation:** Protects Duonomic from liability for disruptions caused by uncontrollable events.
- **Transparency:** Clearly informs users of the potential impact of Force Majeure events on services.
- **Fairness:** Establishes boundaries to prevent abuse of the clause while allowing for reasonable service delays.

14. Modifications to Terms

Explanation:

This section allows Duonomic to update or modify its Terms and Conditions as necessary to reflect changes in its services, operations, or legal requirements. It ensures transparency and provides users with sufficient notice of such changes.

Modifications to Terms

Duonomic reserves the right to modify, update, or revise these Terms and Conditions at its sole discretion. The following provisions govern how modifications will be implemented and communicated:

1. Scope of Modifications

Modifications to these Terms may include, but are not limited to:

- Changes in the platform's features, services, or subscription plans.
- Updates to legal, regulatory, or compliance requirements.
- Enhancements to security measures, user rights, or platform policies.

2. Notification of Changes

• Advance Notice:

- Users will be notified of material changes at least **30 days** in advance, unless changes are required to comply with legal obligations or address urgent security issues.

• Communication Channels:

- Notifications will be sent via:
 - Email to the address associated with your account.
 - In-app notifications or banners on the platform.
 - Updates posted on the company's official website.

3. User Responsibility

• Review of Updates:

- Users are responsible for reviewing the updated Terms upon receiving notification.

• Acceptance of Changes:

- Continued use of the platform after the effective date of the changes constitutes acceptance of the revised Terms.

4. Opt-Out Option for Significant Changes

• User Rights:

- If a user disagrees with significant changes to the Terms, they may opt to terminate their account without penalties.

• Refunds for Paid Subscriptions:

- If you disagree with modified Terms, your remedy is to cancel your subscription before the next billing cycle. No refund will be issued for the current billing period.

5. Immediate Changes

- Certain changes may take effect immediately without prior notice if:
 - Required by law, regulation, or court order.
 - Necessary to address critical security vulnerabilities or fraud prevention.

6. Version Control

- Each update to the Terms will include:
 - The date of the last update (e.g., “Last Updated: April 20, 2026”).

• Archived Terms:

- Previous versions of the Terms will be archived and available for review upon request.

7. Disputes Related to Modifications

• Resolution Process:

- Users who believe modifications are unfair or unlawful may raise a dispute through the Arbitration and Dispute Resolution process outlined in Section 9.

8. Regional Compliance

- Modifications to these Terms will comply with regional consumer protection laws, including but not limited to:
 - **GDPR (EU)**: Changes impacting data protection will be highlighted and explained to ensure user clarity.
 - **CCPA (California)**: Users will receive specific disclosures if changes involve the sale or processing of personal data.
 - **Consumer Protection Act, 2019 (India)**: Duonomic will ensure that terms are fair, reasonable, and consistent with Indian consumer rights.

9. No Waiver of Rights

- Failure to enforce any provision of the updated Terms does not constitute a waiver of Duonomic's rights to enforce them in the future.

10. User Feedback on Modifications

- Users may provide feedback or suggest revisions to the modified Terms by contacting **no-reply@ducharcha.com**.
- While Duonomic values user input, acceptance or incorporation of feedback remains at the company's discretion.

Consequences of Non-Acceptance

- Users who fail to accept the revised Terms may:
 - Lose access to the platform and its services after the effective date of the changes.
 - Have their accounts terminated or suspended in accordance with these Terms.

Rationale for this Clause:

- **Adaptability:** Allows Duonomic to evolve its services and policies while maintaining legal compliance.
- **Transparency:** Ensures users are informed about changes and have the opportunity to provide feedback or opt out.
- **User Protection:** Balances the company's operational needs with users' rights by offering refunds and dispute resolution options.

15. Governing Law and Compliance

Explanation:

This section clarifies the legal framework governing the Terms and Conditions and ensures compliance with applicable laws. It specifies the jurisdiction for resolving disputes and demonstrates Duonomic's adherence to relevant legal and regulatory requirements in various regions.

Governing Law and Compliance

The use of duCharcha is governed by the following legal and compliance terms:

1. Governing Law

• **Primary Jurisdiction:**

- These Terms and Conditions are governed by and construed in accordance with the laws of **India**, without regard to conflict-of-law principles.

• **Regional Variations:**

- For international users, these Terms shall comply with the mandatory laws and regulations of the user's

jurisdiction, where applicable.

- In cases where local laws conflict with these Terms, such laws will take precedence to the extent of the conflict.

2. Jurisdiction for Dispute Resolution

◦ Exclusive Jurisdiction:

- All disputes arising out of or related to these Terms shall be subject to the exclusive jurisdiction of the courts located in **Delhi India**, unless otherwise mandated by regional laws.

◦ Exceptions for Regional Users:

- Users in regions with consumer-specific arbitration or dispute resolution laws (e.g., EU, USA) may initiate disputes in their local jurisdictions, provided such laws mandate this right.

3. Compliance with Applicable Laws

Duonomic is committed to complying with all applicable laws and regulations, including but not limited to:

◦ Data Protection and Privacy Laws:

- **GDPR (EU):** Ensures data protection and user rights compliance for European users.
- **CCPA (California):** Provides transparency and control over personal data for California residents.
- **Information Technology Act, 2000 (India):** Adheres to rules governing electronic transactions and cybersecurity in India.

◦ Consumer Protection Laws:

- Ensures fair practices under the **Consumer Protection Act, 2019 (India)**, **FTC Guidelines (USA)**, and other relevant laws.

• **Intellectual Property Laws:**

- Complies with international treaties and agreements, including the **Berne Convention** and the **TRIPS Agreement**.

• **Anti-Money Laundering and Sanctions:**

- Prohibits the use of duCharcha for activities violating anti-money laundering laws or trade sanctions imposed by the **United Nations**, **OFAC (USA)**, or **EU Sanctions**.

4. Cross-Border Compliance

- Duonomic ensures that its services comply with the laws of countries where it operates, including but not limited to:
 - Adapting platform features to comply with local laws (e.g., disabling specific features in jurisdictions with content restrictions).
 - Engaging with regional authorities as required for regulatory filings or reporting.

5. User Obligations

- By using duCharcha, you agree to:
 - Abide by all applicable laws in your country or region while using the platform.
 - Refrain from using the platform for activities prohibited by local or international laws.

6. Legal Requests and Cooperation

• Government and Law Enforcement Requests:

- Duonomic will cooperate with legitimate legal requests, including subpoenas, court orders, or investigations related to criminal activities.

• Notification to Users:

- Where permissible, Duonomic will notify affected users of such requests before sharing their data.

7. Enforcement of Rights

• Reservation of Rights:

- Duonomic reserves the right to enforce these Terms to the fullest extent permitted by law, including seeking injunctive relief or other remedies for violations.

• Limitation Period:

- Claims arising under these Terms must be filed within **3 months** from the date the cause of action occurs, unless otherwise mandated by law.

8. Global Compliance Measures

• Export Controls:

- Users must comply with applicable export control laws, including restrictions on software and technology exports to certain countries.

• Prohibited Regions:

- Duonomic's services may not be accessed in regions subject to international sanctions, embargoes, or other legal restrictions (e.g., **North Korea, Iran**).

9. Changes in Laws

- If any provision of these Terms becomes invalid or unenforceable due to changes in law, the remaining provisions will remain in full force and effect.
- Duonomic will make necessary amendments to comply with updated legal requirements.

10. Dispute Resolution in Cross-Border Scenarios

· International Arbitration:

- For disputes involving international users, arbitration may be conducted under the rules of globally recognized institutions, such as:

- **SIAC (Singapore International Arbitration Centre).**

- **ICC (International Chamber of Commerce).**

11. Compliance Certifications and Transparency

- Duonomic undertakes regular audits and certifications to ensure compliance with:
 - Data security standards (e.g., ISO/IEC 27001).
 - Regulatory frameworks in the regions it operates.

Consequences of Non-Compliance

- Users who violate these Terms or applicable laws may face:
 - Suspension or termination of accounts.
 - Legal action in applicable jurisdictions.
 - Reporting to law enforcement or regulatory authorities.

Rationale for this Clause

- **Legal Clarity:** Defines the governing law and jurisdiction to avoid disputes over applicable regulations.
- **Compliance Assurance:** Demonstrates adherence to international and regional laws, building user trust.
- **Global Applicability:** Addresses cross-border legal complexities for international users.

16. Contact Information

Explanation:

This section provides users with Duonomic's official contact details for inquiries, support, feedback, or dispute resolution. It ensures transparency and facilitates communication between the platform and its users.

Contact Information

If you have any questions, concerns, or require assistance regarding these Terms, the platform, or any other matter, please feel free to contact us using the information below:

1. General Inquiries

For general questions about the duCharcha platform or these Terms:

- **Email:** no-reply@ducharcha.com

- **Phone:** +91-97406-26030

- **Contact Hours:**

- Monday to Friday: 9:00 AM to 6:00 PM (IST).

- Closed on weekends and public holidays.

2. Feedback and Suggestions

We welcome your feedback and suggestions for improving duCharcha. Please share your thoughts at:

- **Feedback Email:** no-reply@ducharcha.com

- **Online Feedback Form:** in-App Feedback under profile section.

3. Privacy and Data Protection

For queries or concerns related to your privacy rights, data usage, or to file a data-related request:

- **Data Protection Officer (DPO):**

- **Email:** duonomic@gmail.com

- **Address:** NA

- **Privacy Requests:**

- Submit requests via our Privacy Dashboard available in your account settings or by contacting the DPO.

4. Legal and Compliance

For legal notices, including arbitration initiation, intellectual

property claims, or compliance inquiries:

· **Legal Contact:**

- **Email:** duonomic@gmail.com
 - **Mailing Address:**
 - Duonomic Legal Department
 - Varanasi, Uttar Pradesh, India-221106
- Ensure all legal notices include your contact details, a description of the issue, and relevant documentation.

5. Reporting Violations

To report content violations, abuse, or any breaches of these Terms, please use the following channels:

- **Report Form:** Accessible via the “Report” button on the platform.
- **Email:** support@ducharcha.com.
- **Helpline:** Not Available.

6. Emergency Contacts for Critical Issues

For urgent matters, such as platform outages or critical security incidents, please contact:

- **Emergency Support:** support@ducharcha.com
- **Response Time:** We aim to respond within **24 hours** for critical issues.

7. Physical Address

For correspondence or physical mail:

Duonomic

Lane 6, Janakinagar Colony, Patia,
Varanasi, Uttar Pradesh, India.

8. Regional Contact Details

For region-specific support, use the contact details provided for your location:

• **United States:**

- Email: NA
- Phone: NA

• **European Union:**

- Email: NA
- Phone: NA

9. Social Media and Community Support

You can also reach out to us via our official social media handles for non-critical inquiries:

• **Twitter:** @ducharcha

• **Facebook:** /ducharcha/

• **LinkedIn:** ducharcha

10. Updates to Contact Information

- Duonomic reserves the right to update contact information periodically.

- Changes will be communicated via the platform and reflected in these Terms.

Rationale for this Clause

- **Transparency:** Provides users with clear, reliable channels to reach Duonomic for various concerns.
- **Accessibility:** Ensures users can contact the platform easily, whether for technical support, legal issues, or general inquiries.
- **Trust-Building:** Demonstrates Duonomic's commitment to user engagement and problem resolution.

By using duCharcha, you acknowledge that you have read and understood these Terms and agree to be bound by them.