Effective Date: June 10, 2024

# **Gabcan Terms of Service**

### 1. Introduction

These Terms of Service ("Terms") govern your use of Gabcan ("we," "us," "our") and the services we provide ("Services"). By using Gabcan, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use our Services.

## 2. Eligibility

Gabcan is intended for users who are at least 18 years old. By using Gabcan, you represent and warrant that you are at least 18 years of age.

#### **3. Account Registration**

To use certain features of Gabcan, you must create an account. You agree to:

- Provide accurate, current, and complete information during the registration process.
- Maintain and promptly update your account information.
- Notify us immediately of any unauthorized use of your account.

#### 4. User Conduct

When using Gabcan, you agree not to:

- Violate any applicable laws or regulations.
- Share any content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
- Impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity.
- Use Gabcan for any unauthorized or illegal purpose.
- Interfere with or disrupt the operation of Gabcan or the servers or networks used to make Gabcan available.

#### 5. Privacy

All content provided by Gabcan, including but not limited to text, graphics, logos, and software, is the property of Gabcan or its licensors and is protected by intellectual property laws. You may not use, reproduce, or distribute any content from Gabcan without our prior written permission.

#### 6. Privacy

Your use of Gabcan is also governed by our Privacy Policy, which explains how we collect, use, and protect your information. By using Gabcan, you agree to the terms of the Privacy Policy.

#### 7. Termination

We may terminate or suspend your account and access to Gabcan at our sole discretion, without prior notice, for conduct that we believe violates these Terms or is harmful to other users of Gabcan, us, or third parties, or for any other reason.

#### 8. Disclaimer of Warranties

Gabcan is provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that Gabcan will be uninterrupted, error-free, or free of viruses or other harmful components.

## 9. Limitation of Liability

To the fullest extent permitted by law, Gabcan and its affiliates, officers, employees, agents, and partners will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use Gabcan.
- Any unauthorized access to or use of our servers and/or any personal information stored therein.
- Any interruption or cessation of transmission to or from Gabcan.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through Gabcan by any third party.
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Gabcan.

#### **10. Indemnification**

You agree to indemnify, defend, and hold harmless Gabcan, its affiliates, officers, employees, agents, and partners from and against any claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of Gabcan, your violation of these Terms, or your infringement of any intellectual property or other rights of any third party.

#### 11. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the jurisdiction of the Indian courts, without regard to its conflict of law principles.

#### **12.** Changes to These Terms

We may update these Terms from time to time. We will notify you of any changes by posting the new Terms on this page and updating the "Effective Date" above. We encourage you to review these Terms periodically for any changes. Your continued use of Gabcan after the posting of changes constitutes your acceptance of such changes.

#### 13. Contact Us

If you have any questions about these Terms, please contact us at <a href="mailto:support@gabcan.com">support@gabcan.com</a>.