

Terms & Conditions

Effective Date: July 1, 2024

Introduction

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with Languify Pvt. Ltd. , a SaaS company providing conversational AI for assessment and mock interviews. By accessing or using our service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the service.

Company Details

Company Name: Languify Pvt. Ltd.

Location: 86-3C ROOM 02, JR MIG SAKET NAGAR RANI LAXMI BAI PARK HUZUR BHOPAL, Bhopal, Madhya Pradesh 462024, India.

Email: info@languify.in

Phone: +91 9589952975

Definitions

Service: The provision of conversational AI for assessment, mock interviews and all products offered by Languify.

User: Any individual or entity who accesses or uses the Service.

Content: Any data, text, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by Languify.

Eligibility

You must be at least 12 years old to use our Service. By using the Service, you represent and warrant that you have the legal capacity to enter into a binding agreement.

Registration

To access certain features of our Service, you may be required to register and create an account. You agree to:

- Provide accurate, complete, and current information during the registration process.
- Maintain and promptly update your registration information to keep it accurate, complete, and current.
- Be responsible for the confidentiality of your account and password.
- Accept responsibility for all activities or actions that occur under your account.

User Responsibilities

You agree to:

- Use the Service only for lawful purposes.
- Not use the Service in any way that breaches any applicable local, national, or international law or regulation.
- Not use the Service to exploit, harm, or attempt to exploit or harm minors in any way.
- Not transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- Not impersonate or attempt to impersonate Languify, a Languify employee, another user, or any other person or entity.

Payment and Pricing

Fees

Languify offers both free and paid subscription plans. Details of the plans and pricing are available on our website. By selecting a subscription plan, you agree to pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.

Billing

We may use a third-party payment processor to bill you through a payment account linked to your account. The processing of payments will be subject to the terms and conditions and privacy policies of the payment processor in addition to these Terms.

Changes in Fees

Languify, in its sole discretion and at any time, may modify the subscription fees for the subscriptions. Any subscription fee change will become effective at the end of the then-current billing cycle. We 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.

Free Trial

Languify may offer a subscription with a free trial for a limited period of time. You may be required to enter your billing information to sign up for the free trial. If you do enter your billing information when signing up for the free trial, you will not be charged by Languify until the free trial has expired. On the last day of the free trial period, unless you canceled your subscription, you will be automatically charged the applicable subscription fees for the type of subscription you have selected.

Refund Policy

Refunds for subscription fees are provided at the sole discretion of Languify. We generally do not offer refunds for partial subscription periods or for periods where the subscription was unused. However, if you believe you are entitled to a refund, please contact us at info@languify.in. More details are on the refund document available on the website.

Intellectual Property

Ownership

The Service and its original content, features, and functionality are and will remain the exclusive property of Languify and its licensors.

License

Languify grants you a limited, non-exclusive, non-transferable, revocable license to use the Service strictly in accordance with these Terms. You agree not to copy, modify, create derivative works from, reverse engineer, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Service.

User Content

Responsibility for Content

You are responsible for the content you post on or through the Service, including its legality, reliability, and appropriateness. By posting content on or through the Service, you represent and warrant that you have the right to use, reproduce, distribute, and publicly display such content.

License

By posting content on or through 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.

Content Standards

Content must comply with all applicable local, national, and international laws and regulations. Content must not:

- Be defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

Prohibited Uses

You may use our Service only for lawful purposes. You agree not to use the Service:

- In any way that violates any applicable national or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent.
- To impersonate or attempt to impersonate Languify, a Languify employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm Languify or users of the Service or expose them to liability.

Termination

Termination by You

You may terminate your account at any time by contacting us at info@languify.in.

Termination by Us

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease.

Effect of Termination

Upon termination, you must cease all use of the Service and destroy any copies of any aspect of the Service in your possession. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Limitation of Liability

In no event shall Languify, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your use of or inability to use the Service.
- 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 our Service.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service 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 the Service.

Disclaimer of Warranties

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. Languify makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. You expressly agree that your use of the Service, its content, and any services or items obtained from us is at your sole risk.

Indemnification

You agree to defend, indemnify, and hold harmless Languify and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of:

- Your use and access of the Service, by you or any person using your account and password.
- A breach of these Terms, or
- Content posted on the Service.

Governing Law

These Terms shall be governed and construed in accordance with the laws of India, without regard to its conflict of law provisions. Any disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Bhopal, Madhya Pradesh, India.

Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Miscellaneous

Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

Entire Agreement

These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Languify's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Force Majeure

Languify shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond Languify's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

Contact Us

If you have any questions about these Terms, please contact us at:

- **Email:** info@languify.in
- **Phone:** +91 9589952975