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Visitors are prohibited from violating or attempting to violate the security of the Web site, including, without limitation, a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "Trojan horse" to the Website, overloading, "flooding", "mail bombing" or "crashing", or d) sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. The business and / or its associate entities will have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Visitors may not use the Web Site in order to transmit, distribute, store or destroy material (a) that could constitute or encourage conduct that would be considered a criminal offence or violate any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy.

## **INDEMNITY**

The User unilaterally agree to indemnify and hold harmless, without objection, the Company, its officers, directors, employees and agents from and against any claims, actions or demands or liabilities or losses or damages whatsoever arising from or resulting from their use of [Netcell Recharge](#) or their breach of the terms .

## **LIABILITY**

User agrees that Company shall not be responsible or liable to user, or anyone, for the statements or conduct of any third party of the service. In sum, in no event shall Company's total liability to the User for all damages or losses or causes of action exceed the amount paid by the User to Company, if any, that is related to the cause of action.

terms shall control with respect to Your use of that portion of the Netcell Recharge Platform or the specific Netcell Recharge Service. Netcell Recharge may make changes to any Netcell Recharge Services offered on the Netcell Recharge Platform, or to the applicable terms for any such Netcell Recharge Services, at any time, without notice. The materials on the Netcell Recharge Platform with respect to the Netcell Recharge Services may be out of date, and Netcell Recharge makes no commitment to update the materials on the Netcell Recharge Platform with respect to such Netcell Recharge Services.

## **DISCLAIMER OF CONSEQUENTIAL DAMAGES**

In no event shall Company or any parties, organizations or entities associated with the corporate brand name us or otherwise, mentioned at this Website be liable for any damages whatsoever (including, without limitations, incidental and consequential damages, lost profits, or damage to computer hardware or loss of data information or business interruption) resulting from the use or inability to use the Website and the Website material, whether based on warranty, contract, tort, or any other legal theory, and whether or not, such organization or entities were advised of the possibility of such damages.

## **Modification of this Agreement**

Netcell Recharge reserves the right to change, modify, add, or remove portions of this Agreement (each, a **change** and collectively, **changes**) at any time by posting notification on the Netcell Recharge Platform or otherwise communicating the notification to You. The changes will become effective, and shall be deemed accepted by You, 24 hours after the initial posting and shall apply immediately on a going- forward basis with respect to Your use of the Netcell Recharge Platform, availing the Netcell Recharge Services or for payment transactions initiated after the posting date. If You do not agree with any such change, Your sole and exclusive remedy is to terminate Your use of the Netcell Recharge Services/Netcell Recharge Platform. For certain changes, Netcell Recharge may be required under applicable law to give You advance notice, and Netcell Recharge will comply with such requirements. Your continued use of the Netcell Recharge Platform following the posting of changes will mean that You accept and agree to the changes.

## **Services**

Please see the relevant links on the Netcell Recharge Platform for more information on Netcell Recharge's bill payment service. Further, Netcell Recharge also offers certain digital products which facilitate of prepaid recharges for mobile, DTH.