

Terms of Service

****Portfolix Enterprise Pvt Ltd****

****Effective Date:**** December 8, 2025

****Last Updated:**** December 8, 2025

1. Agreement and Acceptance

1.1 Acceptance of Terms

By accessing, browsing, registering for, or using the website portfolix.tech and all related services (collectively, the **"**Services**"** or **"**Platform**"**), you acknowledge that you have read, understood, and agree to be bound by these Terms of Service (these **"**Terms**"**).

If you do not agree to these Terms, you must discontinue use of the Services immediately.

1.2 Service Description

Portfolix Enterprise Pvt Ltd (**"**Company**"**, **"**we**"**, **"**us**"**, **"**our**"**) provides portfolio management, professional profile creation, project showcase, collaboration tools, and related services through our website and applications.

1.3 Modifications to Terms

We reserve the right to modify these Terms at any time. Material changes will be announced via:

- Email notification to registered users
- Prominent notice on the website
- Banner notification upon login
- Updated "Last Modified" date

Your continued use of the Services after modifications constitutes acceptance of the updated Terms.

We recommend reviewing these Terms periodically.

2. Use License and Restrictions

2.1 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to:

- Access and view the Services for personal or business purposes
- Use the Platform in accordance with these Terms
- Download content for non-commercial purposes (where applicable)
- Create an account and upload content to your profile

2.2 Restrictions

You agree NOT to:

****Prohibited Activities****

- Reproduce, duplicate, copy, sell, or distribute any portion of the Services
- Access the Services for benchmarking or competitive analysis
- Use automated tools, bots, scrapers, or crawlers (except authorized search engines)
- Frame or mirror the website or content
- Bypass or circumvent security features or authentication mechanisms
- Attempt to gain unauthorized access to accounts, systems, or servers
- Reverse engineer, decompile, or disassemble the Platform
- Remove copyright, trademark, or other proprietary notices

****Content Violations****

- Upload, post, or share illegal, obscene, defamatory, or hateful content
- Harass, threaten, or abuse other users
- Create multiple accounts to violate these Terms
- Impersonate others or misrepresent affiliation
- Post spam, unsolicited advertising, or marketing content
- Phish or attempt to collect user information deceptively
- Upload malware, viruses, or harmful code

****Commercial Misuse****

- Use the Services for unauthorized commercial purposes
- Resell or sublicense access to the Platform
- Create derivative products from our Services
- Use content for external publication without permission

- Conduct competitive intelligence gathering
- **System Abuse****
- Overload or stress the infrastructure
- Conduct DoS/DDoS attacks
- Spam or flood the system with requests
- Interfere with other users' access
- Test security vulnerabilities without authorization

2.3 User-Generated Content

2.3.1 Your Responsibility

You retain ownership of content you create and upload ("****User Content****"). You are solely responsible for:

- Accuracy, quality, and legality of User Content
- Ensuring you have rights to share the content
- Compliance with all applicable laws
- Respecting third-party intellectual property rights
- Obtaining necessary permissions and licenses

2.3.2 License to Portfolix

By uploading User Content, you grant Portfolix a worldwide, royalty-free, perpetual license to:

- Store, process, and display your content
- Create backups and copies for technical purposes
- Analyze content for quality, security, and compliance
- Use aggregated, anonymized content for service improvement
- Display content in your public profile (as you permit)
- Moderate and remove content violating these Terms

2.3.3 Public Content

Content you mark as "public" or shared may be:

- Indexed by search engines
- Visible to other platform users
- Featured in platform promotions (with your consent)
- Shared via social media integrations

2.3.4 Content Moderation

We reserve the right to:

- Review, monitor, and moderate User Content
- Remove content violating these Terms or applicable laws
- Suspend or terminate accounts with repeated violations
- Disclose content if required by law or to protect rights

2.3.5 No Liability for User Content

We are not responsible for User Content posted by other users. You interact with other users' content at your own risk. Report violations to: ****support@portfolix.tech****

3. Account Registration and Security

3.1 Registration Requirements

To use certain Services, you must:

- Be at least 18 years old (13 with parental consent, subject to jurisdiction)
- Provide accurate, complete, current information
- Maintain the confidentiality of your password
- Accept responsibility for all account activities
- Notify us immediately of unauthorized access

3.2 Account Credentials

- You are solely responsible for maintaining password confidentiality
- Do not share your credentials with others
- You are liable for all activities under your account
- We will not request your password via email or support
- Change your password regularly and use strong, unique passwords

3.3 Account Termination

We may terminate your account if you:

- Violate these Terms or our policies
- Engage in illegal or harmful activity
- Repeatedly misuse the Services
- Fail to use the account (per our retention policy)
- Request account deletion

Upon termination:

- Your access will be immediately revoked
- We may delete your content (subject to legal requirements)
- You remain liable for any obligations incurred
- Certain provisions survive termination (see Section 14)

3.4 User Conduct Standards

You agree to:

- Treat other users and staff respectfully
- Comply with all applicable laws and regulations
- Follow community guidelines and policies
- Not engage in harassment, discrimination, or abuse
- Maintain professional and ethical standards
- Report violations when encountered

4. Payment Terms

4.1 Pricing and Billing

- Pricing is as stated on the website or in quotes
- Prices may change with 30 days' notice
- Additional fees may apply (taxes, processing fees, etc.)
- Invoices will be sent upon purchase

4.2 Payment Methods

We accept:

- Credit/debit cards (Visa, Mastercard, American Express)
- Digital wallets (Google Pay, Apple Pay, PayPal)
- Bank transfers (NEFT, IMPS)
- Other payment processors as displayed

4.3 Billing Cycles

****For Subscription Services:****

- Billing occurs on the date specified during purchase
- Renewals occur automatically on the same date each billing period
- You will receive invoice and renewal notices in advance
- Cancellation requests must be submitted before renewal date

4.4 Refund Policy

****Refund Eligibility:****

- Refunds available within 7 days of purchase
- Refund request must cite valid reason
- Substantial usage may disqualify refund eligibility
- Refunds issued to original payment method

****Non-Refundable Items:****

- Services already rendered or accessed
- Transferred or shared subscriptions
- Promotional credits or discounts used

****Refund Process:****

1. Submit request to: ****billing@portfolix.tech****
2. Include order/invoice number and reason
3. Refunds processed within 5-7 business days
4. Processing depends on financial institution

4.5 Payment Failures and Overdue Accounts

- Failed payment attempts may trigger suspension
- We will notify you of payment issues
- Overdue accounts may be suspended
- Collection actions may be pursued for outstanding balances
- Late fees may apply per contract terms

4.6 Taxes and Compliance

- You are responsible for applicable taxes in your jurisdiction
- We collect GST/VAT where required by law
- Tax invoices will be provided for eligible transactions
- You must comply with local tax reporting obligations

4.7 Fraud Prevention

We use fraud detection systems and reserve the right to:

- Decline suspicious transactions
- Request additional verification
- Cancel accounts with fraudulent activity
- Report fraud to authorities
- Pursue legal action for fraudulent use

5. Intellectual Property Rights

5.1 Portfolix Intellectual Property

All Portfolix materials are proprietary:

- Website design, layout, and code
- Logo, trademarks, and brand identity
- Content (text, images, videos)
- Software, algorithms, and systems
- Documentation and guides
- All other original works

These are protected by:

- Copyright law (© 2024-2025 Portfolix Enterprise Pvt Ltd)
- Trademark law (Portfolix® is a registered trademark)
- Trade secret law
- Patent law (where applicable)
- International intellectual property conventions

5.2 Your License to Access

We grant you a limited license to:

- View content for personal use
- Share content via designated social features
- Use the Services as intended
- Create works based on your data

5.3 Prohibited Use of IP

You may not:

- Reproduce or distribute our content without permission
- Create derivative works from our IP
- Use our trademarks or logos without authorization
- Claim ownership of our IP
- Register our trademarks or similar marks
- License or sublicense our IP

5.4 Third-Party Content

The Platform may contain third-party content:

- Third-party trademarks are property of their owners
- Third-party APIs and integrations maintain their own terms
- Third-party content is used with permission or fair use
- We are not responsible for third-party IP violations

5.5 DMCA Compliance

Copyright holders may report infringement via:

- **Email:** copyright@portfolix.tech
- **Notice:** Include details of copyrighted work and infringing content
- **DMCA Agent:** [Your DMCA Agent Information]

We will respond to valid DMCA notices within 10 business days.

6. Disclaimers and Limitations of Liability

6.1 Disclaimer of Warranties

The Services are provided "AS-IS" and "AS-AVAILABLE" without warranties.

We disclaim all warranties, express or implied, including:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Title and ownership
- Accuracy and completeness
- Uninterrupted operation
- Error-free functionality

6.2 No Guarantee of Results

We do not guarantee:

- Career advancement or job opportunities
- Portfolio visibility or engagement
- Business outcomes or revenue
- Client acquisition or leads
- Social media growth or followers
- Search engine rankings
- Success of any kind

6.3 Third-Party Services

We are not responsible for:

- Third-party websites, apps, or services
- Links, integrations, or plugins
- Payment processors or financial services
- Social media platforms or content
- Data breaches by third parties
- Service interruptions by third parties

6.4 Limitation of Liability

To the maximum extent permitted by law, neither Portfolix nor its officers, directors, employees, agents, or successors shall be liable for:

Types of Damages Excluded:

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, or goodwill
- Business interruption or lost opportunity
- Damage to equipment or systems
- Cost of substitute services
- Personal injury or emotional distress
- Any other damages arising from Service use

Cap on Liability:

Our total liability shall not exceed the amount you paid to Portfolix in the 12 months preceding the claim (or \$100 USD / ■8,300 INR, whichever is greater).

Exclusions to Cap:

This cap does not apply to:

- Death or personal injury from our negligence
- Fraud or willful misconduct
- Violations of intellectual property rights

- Indemnification obligations
- Claims arising from breach of confidentiality

6.5 Risk Assumption

By using the Services, you assume all risks of:

- Data loss or corruption
- Security breaches or unauthorized access
- Service interruptions or outages
- Errors, bugs, or defects
- User-to-user disputes
- Third-party claims

7. Indemnification

7.1 Your Indemnification Obligation

You agree to indemnify, defend, and hold harmless Portfolix and its officers, directors, employees, agents, and successors from any claims, damages, losses, liabilities, and expenses (including legal fees) arising from:

****Covered Claims:****

- Your violation of these Terms
- Your violation of applicable laws or regulations
- Your User Content (infringement, defamation, etc.)
- Your use of the Services
- Your interactions with other users
- Your payment obligations
- Third-party claims related to your account or content

7.2 Our Indemnification Obligation

We agree to indemnify you from claims that:

- The Portfolix Services themselves (excluding your content) infringe third-party intellectual property rights
- We violate applicable data protection laws

8. Privacy and Data Protection

8.1 Privacy Policy Incorporation

Our Privacy Policy is incorporated into these Terms. By using the Services, you consent to:

- Collection, use, and disclosure of your information
- Cookies and tracking technologies
- Meta Pixel tracking and Facebook Ads retargeting
- Third-party integrations and data sharing
- International data transfers

****See our Privacy Policy for complete details: <https://portfolix.tech/privacy>****

8.2 GDPR Compliance (EU Users)

For EU residents, we comply with GDPR:

- You have rights of access, correction, erasure, and portability
- Processing is based on lawful basis (consent, contract, legitimate interest)
- We have Data Processing Agreements with all processors
- Data transfers use Standard Contractual Clauses
- You can lodge complaints with your national Data Protection Authority

8.3 DPDP Compliance (India)

For Indian residents, we comply with Digital Personal Data Protection Act, 2023:

- You have rights of access, correction, erasure, and portability
- Withdrawable consent for consent-based processing
- We maintain records of processing activities
- Data breach notification within 72 hours (if applicable)
- Complaints can be filed with Data Protection Board of India

8.4 Meta Pixel and Retargeting

We use Meta Pixel to:

- Track conversions and user interactions
- Create retargeting audiences
- Display personalized ads on Facebook/Instagram
- Measure advertising effectiveness

You can:

- Opt-out in Facebook ad settings
- Use browser privacy tools
- Disable cookies
- Visit aboutads.info to opt-out of behavioral targeting

9. Disclaimers Regarding Third-Party Content and Links

9.1 Third-Party Content

The Platform may contain:

- Links to third-party websites
- Embedded content from third parties
- References to third-party products or services
- User-generated content from other users

We are not responsible for third-party content and disclaim liability for:

- Accuracy, legality, or quality of third-party content
- Privacy practices of third-party sites
- Malware, viruses, or harmful code from third parties
- Disputes between users and third parties

9.2 Third-Party Links

- Links are provided for convenience only
- We do not endorse third-party sites or content
- Use third-party sites at your own risk
- Review their terms and privacy policies
- We are not responsible for third-party links

9.3 Search Engine Indexing

- We do not control search engine results
- We make no guarantees regarding search visibility
- SEO results depend on numerous factors
- Search rankings may fluctuate
- Your responsibility: SEO strategy and execution

10. Governing Law and Dispute Resolution

10.1 Governing Law

These Terms are governed by the laws of **India**, specifically Delhi/NCR, without regard to conflict of law principles.

10.2 Jurisdiction and Venue

Both parties consent to the exclusive jurisdiction of courts in:

- **Delhi High Court** (for High Court matters)
- **District Courts of Delhi** (for original jurisdiction)
- **Relevant Tribunals** (for specialized matters)

10.3 Dispute Resolution Process

Step 1: Informal Resolution (30 days)

- Contact: **legal@portfolix.tech**
- Submit written complaint with details
- Both parties attempt to resolve amicably

Step 2: Mediation (30 days)

- If unresolved, pursue mediation
- Mutually agreed upon mediator
- Costs split equally between parties
- Non-binding resolution attempt

Step 3: Litigation

- If mediation fails, pursue legal action
- Filed in courts specified in Section 10.2
- Either party may seek injunctive relief if necessary
- Prevailing party may recover attorney fees

10.4 Arbitration Option (Optional)

****For International Disputes:****

- Disputes involving international parties may be resolved through arbitration
- Arbitration rules: UNCITRAL Arbitration Rules
- Seat of arbitration: Delhi, India
- Language: English
- Single arbitrator (or three for large disputes)
- Binding arbitration award

10.5 Injunctive Relief

Either party may seek injunctive relief in court for:

- Breach of confidentiality
- Intellectual property infringement
- Unauthorized access or use
- Emergency circumstances

This right is in addition to other remedies.

11. Confidentiality

11.1 Confidential Information

You may receive confidential information about our:

- Technology and systems
- Business plans and strategy
- Pricing and financials
- Customer information
- Proprietary processes

11.2 Confidentiality Obligations

You agree to:

- Keep confidential information strictly confidential
- Restrict access to employees with legitimate need
- Protect information with reasonable security measures
- Not disclose to third parties without permission
- Not use information outside the scope of these Terms
- Return or destroy information upon request

11.3 Exceptions

Confidentiality does not apply to information that:

- Was publicly available prior to disclosure
- Becomes public through no breach by you
- Was known to you before disclosure
- Is received from third parties without confidentiality
- Must be disclosed by law or court order (with notice)
- Is independently developed without our information

12. Acceptable Use Policy

12.1 Prohibited Content

You may not upload, post, or share:

****Illegal Content****

- Content violating any laws or regulations
- Child sexual abuse material
- Non-consensual intimate imagery
- Stolen property or proceeds of crime
- Weapons, explosives, or dangerous materials

****Harmful Content****

- Harassment, bullying, or threats
- Hate speech or discrimination
- Incitement to violence
- Self-harm or suicide content
- Defamatory or false statements
- Content endangering minors
- **Fraudulent Content**
- Phishing or scams
- Counterfeit goods or services
- False credentials or certifications
- Misleading claims or deception
- Multi-level marketing or pyramid schemes
- **Spam**
- Unsolicited commercial messages
- Repetitive posting
- Keyword stuffing
- Link spam or SEO abuse

12.2 Enforcement

We may:

- Remove violating content
- Suspend or terminate accounts
- Report illegal activity to authorities
- Cooperate with law enforcement
- Pursue legal action
- Disclose user information if legally required

13. Termination and Suspension

13.1 Termination by Us

We may terminate your account or Services if you:

- Violate these Terms
- Engage in illegal activity
- Harass or abuse others
- Misuse the Platform
- Fail to maintain account in good standing
- Are involved in disputes or complaints
- Violate our policies repeatedly

13.2 Termination by You

You may terminate your account at any time by:

- Logging into your account and selecting "Delete Account"
- Emailing: **support@portfolix.tech**
- Providing written notice to our office address

13.3 Effect of Termination

Upon termination:

- Your access immediately ceases
- We may delete your content (after 30-day grace period)
- Your username becomes unavailable
- Outstanding fees remain due
- Certain provisions survive (Sections 5, 6, 7, 14)

13.4 Suspension

We may suspend your account (without deletion) if:

- Payment issues exist (resolved upon payment)
- Terms violations occur (pending review)
- Security concerns arise (pending investigation)
- Legal requests are received

Suspension notices will specify reasons and potential remedies.

14. Survival

The following provisions survive termination or expiration:

- Intellectual Property Rights (Section 5)
- Limitations of Liability (Section 6)
- Indemnification (Section 7)
- Confidentiality (Section 11)
- Governing Law (Section 10)
- Dispute Resolution (Section 10)
- Payment Obligations (Section 4)
- User's Representations (Section 15)

15. Your Representations and Warranties

You represent and warrant that:

- You are 18+ years old (or have parental consent)
- You have full capacity to enter into these Terms
- Your account information is accurate and current
- You own or have rights to all User Content
- User Content does not infringe third-party rights
- Your use complies with all applicable laws
- You will not violate these Terms
- You understand the disclaimers and limitations
- You are not a sanctioned person or entity
- You will comply with export control laws

16. Miscellaneous

16.1 Entire Agreement

These Terms (including Privacy Policy) constitute the entire agreement between you and Portfolix regarding the Services. They supersede all prior negotiations, representations, and agreements.

16.2 Severability

If any provision is found invalid or unenforceable:

- That provision will be modified to minimum extent necessary
- Or if not possible, that provision will be severed
- Remaining Terms remain in full effect
- Courts will interpret terms to achieve original intent

16.3 Waiver

Failure to enforce any right or provision does not:

- Constitute a waiver of that right
- Limit our ability to enforce it later
- Affect other rights or provisions
- Create precedent for future enforcement

16.4 No Partnership

Using the Services does not create:

- Partnership or joint venture
- Employee-employer relationship
- Agency or representative relationship
- License to use our brand
- Endorsement or affiliation

16.5 Assignment

You may not assign these Terms or your rights without written consent. We may assign these Terms to:

- Affiliated companies
- Successors or acquirers
- Service providers or contractors (with notice)

16.6 Notices

Notices to you may be:

- Emailed to your registered email address
- Posted on the website
- Sent via certified mail
- Provided in-app notifications

You consent to electronic notice delivery.

16.7 Force Majeure

Neither party is liable for failure to perform due to:

- Acts of God (earthquakes, floods, hurricanes)
- War, terrorism, civil unrest
- Government action or sanctions
- Pandemics or epidemics
- Strikes or labor disputes
- Internet outages or infrastructure failure
- Other unforeseen circumstances

Affected party must provide notice and use reasonable efforts to resume performance.

16.8 Interpretation

- Headings are for convenience and not binding
- "Including" means "including without limitation"
- "Or" is non-exclusive
- Singular includes plural and vice versa
- References to "days" mean calendar days unless specified
- No interpretation favors party who drafted clause

17. Jurisdiction-Specific Terms

17.1 India-Specific Terms

- Governed by laws of India including IT Act 2000
- Disputes in Delhi courts as primary venue
- Compliance with Indian tax laws required
- Data localization requirements followed (if applicable)
- Consumer Protection Act, 2019 provisions apply
- RBI regulations followed for payment services

17.2 EU-Specific Terms (GDPR)

- Data transfers use Standard Contractual Clauses
- GDPR rights apply as described in Section 8.2
- Your national Data Protection Authority has jurisdiction
- Specific consent for cookies and tracking (Section 8.4)
- Right to lodge complaint with supervisory authority

17.3 California-Specific Terms (CCPA)

- CCPA rights apply to California residents
- Do Not Track signals are honored
- Non-discrimination for exercising CCPA rights
- Authorized agent may submit requests

17.4 Other Jurisdictions

- Where legally required, applicable laws modify these Terms
- Local consumer protection laws apply
- Local data protection laws apply
- Local tax laws apply
- Severability: Terms remain valid despite local conflicts

18. Contact and Support

18.1 Support Services

For technical support, account issues, or general inquiries:

- **Email:** support@portfolix.tech
- **Website Chat:** Available on portfolix.tech
- **Response Time:** 24-48 business hours

- **Hours:** Monday-Friday, 9 AM - 6 PM IST

18.2 Billing Inquiries

For invoices, payment issues, or refund requests:

- **Email:** billing@portfolix.tech

- **Response Time:** 24-48 business hours

18.3 Legal Matters

For legal notices, disputes, or formal complaints:

- **Email:** legal@portfolix.tech

- **Mailing Address:** Portfolix Enterprise Pvt Ltd, [Your Address]

18.4 Privacy and Data Requests

For privacy inquiries, data access requests, or GDPR/DPDP rights:

- **Email:** privacy@portfolix.tech

- **DPO Email:** dpo@portfolix.tech

- **Response Time:** 7-30 days (depending on request type)

19. Acknowledgment

By using the Services, you acknowledge that you have:

- Read these Terms of Service
- Understood all provisions
- Agreed to be legally bound
- Accepted all disclaimers and limitations
- Consented to our Privacy Policy and data practices
- Understood the risks and limitations
- Made an informed decision to use the Services

Document Control

| Item | Value |

|-----|-----|

| Document Title | Terms of Service |

| Organization | Portfolix Enterprise Pvt Ltd |

| Effective Date | December 8, 2025 |

| Version | 1.0 |

| Next Review | June 8, 2026 |

| Document Owner | Legal and Compliance Team |

Last Updated: December 8, 2025

© 2024-2025 Portfolix Enterprise Pvt Ltd. All Rights Reserved.

For the most current version, visit: <https://portfolix.tech/terms>

Disclaimer: These Terms of Service are provided for informational purposes. For legal advice specific to your situation or jurisdiction, consult with a qualified attorney in your jurisdiction.