

# Mango Mark User Agreement

Welcome, and thanks for using Mangomark.lk and other Mango mark services and apps! When you use our products and services, you're agreeing to our terms, so please take a few minutes to read over the User Agreement below.

Note: You are entering into a legally binding agreement.

These Terms/Agreement of Service ("Terms"/ "Agreement") govern your access to and use of our all services, websites, app, and applications offered by "Mango Mark". Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms and you also confirm you have read and agreed to our Privacy policy, Community guidelines and our Cookies policy.

## Agreement

You may use the Service only if you can form a binding contract with "Mango Mark", and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. We have the all right, without prior notice, change the Service; change this agreement and terms, stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service.

When you use our Services **you are entering into a legal agreement and you agree to all of these terms.**

**You also agree to our Privacy Policy.**

You agree that by clicking "Join Now" "Join Mango mark", "Sign Up" or similar, registering, accessing or using our services (including Mango mark, our related mobile apps, developer platforms, premium services, or any content or information provided as part of these services, collectively, "Services"), you are entering into a legally binding agreement (even if you are using our Services on behalf of a company).

The Privacy Policy, and other terms that will be displayed to you at the time you first use certain as may be amended by "Mango Mark" from time to time. If you do not agree to this Agreement, do NOT click "Join Now" (or similar) and do not access or otherwise use any of our Services.

Registered users of our Services are "Members" and unregistered users are "Visitors". This Agreement applies to both.

## **Who can use “Mango Mark”,**

You may use our Products only if you can form a binding contract with “Mango Mark”, and only in compliance with these Terms and all applicable laws. When you create your “Mango Mark”, account, you must provide us with accurate and complete information. Any use or access by anyone under the age of 13 is prohibited. If you open an account on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. Some of our Products may be software that is downloaded to your computer, phone, tablet, or other device. You agree that we may automatically upgrade those Products, and these Terms will apply to such upgrades.

## **Obligations**

### **Service Eligibility**

Here are some promises you make to us in this Agreement:

You're eligible to enter into this Agreement and you are at least our “Minimum Age.”

To use the Services, you agree that: (1) you must be the “Minimum Age” (defined below) or older; (2) you will only have one Mango Mark which must be in your real name; and (3) you are not already restricted by Mango Mark from using the Services.

“Minimum Age” means (a) 13 years old (b) However, if law requires that you must be older in order for Mango Mark to lawfully provide the Services to you (including the collection, storage and use of your information) then the Minimum Age is such older age.

### **User Content**

"Content" means any information, text, comments, links, graphics, or other materials uploaded, downloaded or appearing on the Service.

Mango Mark allows you to post content. Anything that you post or otherwise make available on our Products is referred to as "User Content." You retain all rights in, and are solely responsible for, the User Content you post to Mango Mark.

“If you post your content on Mango Mark, it still belongs to you but we can show it to people and others can save it.

## **You're Membership**

You'll keep your password a secret.

You will not share an account with anyone else and will follow our rules and the law.

As between you and others, your account belongs to you. You agree to: (1) try to choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer any part of your account (e.g., connections, groups) and (4) follow the law and the Dos and Don'ts below. You are responsible for anything that happens through your account unless you close it or report misuse.

## **Security**

We care about the security of our users. While we work to protect the security of your content and account, "Mango Mark" cannot guarantee that unauthorized third parties will not be able to defeat our security measures. We ask that you keep your password secure. Please notify us immediately of any compromise or unauthorized use of your account.

## **Copyright policy**

"Mango Mark" has adopted and implemented the "Mango Mark" Copyright policy in accordance with the Digital Millennium Copyright Act and other applicable copyright laws. For more information, please read our Copyright policy.

## **Notices and Service Messages**

You're okay with us using our websites, mobile apps, and email to provide you with important notices. This Agreement applies to mobile applications as well. Also, you agree certain additional information can be shared with us.

If the contact information you provide isn't up to date, you may miss out on these notices.

You agree that we may provide notices to you in the following ways: (1) a banner notice on the Service, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

## **Messages and Sharing**

When you share information, others can see,

Our Services allow sharing of information in many ways. Information and content that you share or post seen by other Members. We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

## **Rights and Limits**

### **You and Mango Mark**

You own all of the content, feedback, and personal information you provide to us. You promise to **only provide information and content that you have the right to share**, and that your Mango Mark profile and all provided data will be truthful.

**You agree to only provide content /data or information if that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract).** You also agree that your profile information will be truthful.

As between you and Mango Mark, you own the content and information that you submit or post to the Services and you are granting that content and data to “Mango Mark” by the following ways:

- By submitting, posting or displaying Content on or through the Service, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, create derivative works from, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed) without any further consent, notice and/or compensation to you or others.
- You agree the right for other users of the Service to modify your Content, and for Mango mark to make your Content available to others for the publication, distribution, syndication, or broadcast of such Content on other media and services, Such additional uses by Mango Mark or others may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Service.
- We may modify, adapt, or create derivative works from your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.
- Termination or deactivation of your account, or if you remove any User Content from “Mango Mark”, we may retain your User Content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, “Mango Mark” and its users may retain and continue to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute any of your User Content that other users have stored or shared through “Mango Mark”.
- We value hearing from our users, and are always interested in learning about ways we can make “Mango Mark”, more awesome. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation

to you. By accepting your submission, “Mango Mark”, does not waive any rights to use similar or related Feedback previously known to “Mango Mark”, or developed by its employees, or obtained from sources other than you

- We will get your consent if we want to give others the right to publish your posts beyond the Service. However, other Members and/or Visitors may access and share your content and information.
- we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata)
- You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your privacy settings.
- Additionally, by uploading content to the site, you warrant, represent and agree that you have the right to grant Mango Mark the license described above. You also represent, warrant and agree that you have not and will not contribute any Content that
- (A) Infringes, violates or otherwise interferes with any **copyright or trademark** of another party,
- (B) reveals any trade secret, unless the trade secret belongs to you or you have the owner's permission to disclose it,
- (c) **Infringes any intellectual property right of another or the privacy or publicity rights of another**
- (d) Is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party
- (e) Creates an impression that you know is incorrect, misleading, or deceptive, including by impersonating others or otherwise misrepresenting your affiliation with a person or entity
- (f) Contains other people's private or personal information without their express authorization and permission, and/or
- (g) Contains or links to a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information. Mango Mark reserves the right in its discretion to remove any Content from the Site, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law.

## **Service Availability**

We may change or discontinue any of our Services. We can't promise to store or keep showing any information and content you've posted.

We may change, suspend or end any Service, or change and modify prices prospectively in our discretion.

Mango Mark is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide.

## **Other Content, Sites and apps**

When you see or use others' content and information posted on our Services, it's at your own risk.

Third parties may offer/show/ask their own information/data through Mango Mark and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Mango Mark generally does not review content provided by our Members. You agree that we are not responsible for third parties' (including other Members') content or information or for any damages as result of your use of or reliance on it.

You are responsible for deciding if you want to access or use third party apps or sites /information/data, links from our Services. If you allow a third party app or site to authenticate you or connect with your Mango Mark account, that app or site can access information on Mango Mark related to you and your connections. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, Mango Mark is not responsible for these other sites and apps use these at your own risk.

## **Limits**

We have the right to limit how you connect and interact on our Services.

We're providing you notice about our intellectual property rights.

Mango Mark reserves the right to limit your use of the Services, (including the number of your connections/post's/question and answers/stories and your ability to contact other Members and other services) Mango Mark reserves the right to restrict, suspend, or terminate your account if Mango Mark believes that you may be in breach of this Agreement or law or are misusing the Services.

Mango Mark reserves all of its intellectual property rights in the Services. For example, Mango Mark services, logos and other Mango Mark trademarks, service marks, graphics.

## **Disclaimer and Limit of Liability**

### **No Warranty**

This is our disclaimer of legal liability for the quality, safety, or reliability of our services. to the extent allowed under law, Mango Mark (a) disclaim all implied warranties and representations (b) We do not guarantee that the services will function without interruption or errors, and (c) provide the service (including content and information) on an “as is” and “as available” basis.

Some laws do not allow certain disclaimers, so some or of these disclaimers may not apply to you.

### **Exclusion of Liability**

These are the limits of legal liability we may have to you. to the extent permitted under law (and unless Mango Mark has entered into a separate written agreement that supersedes this agreement), Mango Mark (and those that Mango Mark works with to provide the services) shall not be liable to you or others for any indirect, incidental, special, consequential or punitive damages, or any loss of data, opportunities, reputation, profits or revenues, related to the services (e.g. offensive or defamatory statements, down time or loss, use or changes to your information or content).

in no event shall the liability of Mango Mark (and those that Mango Mark works with to provide the services) exceed, in the aggregate for all claims.

this limitation of liability is part of the basis of the bargain between you and Mango Mark and shall apply to all claims of liability (e.g. warranty, tort, negligence, contract, law) and even if Mango Mark has been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

### **Termination**

We can end this Agreement anytime we want.

Mango Mark terminates this Agreement at any time with or without notice to the other. On termination, you lose the right to access or use the Services.

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Mango mark services to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. And if we want we can take legal action against you.

## **Disputes**

- If anyone brings a claim against us related to your actions, content or information on Mango Mark, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. **Although we provide rules for user conduct, we do not control or direct users' actions on Mango Mark and are not responsible for the content or information users transmit or share on Mango Mark.** We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Mango Mark. We are not responsible for the conduct, whether online or offline, or any user of Mango Mark.
- We try to keep Mango Mark up, bug-free, and safe, but you use it at your own risk. we are providing Mango Mark as is without any express or implied warranties including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that Mango Mark will always be safe, secure or error- free or that Mango Mark will always function without disruptions, delays or imperfections. Mango Mark is not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents **from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.**

## **Community guidelines**

**We do our best to keep Mango Mark safe, but we cannot guarantee it. We need your help to keep Mango Mark safe, which includes the following commitments by you:**

### **You agree that you will:**

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real name on your profile;
- Use the Services in a professional manner.
- If you wish to post any materials or access certain functions of Mango Mark service you must register with the Mango Mark and set up a username and password.



**You agree that you will NOT:**

- **Harass, abuse or harm another person**
- **You will not post anyone's identification documents, personally identifiable information, or sensitive financial information on Mango Mark**
- **You must provide all content in good faith**
- **Send/post spam or other unwelcome communications to others**
- **Disclose information that you do not have the right to disclose** (such as confidential/copyrighted information of others (including your employer))
- **Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;**
- **Violate the intellectual property or other rights of “Mango mark”, including, without limitation, using the word “Mango mark”, or our logos in any business name, email, or URL except as provided in the Brand Guidelines**
- **Post/ Send messages/send details/ask details or any unsolicited or unauthorized advertising, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation unauthorized by law or “Mango mark”**
- **Post anything that contains software viruses, worms, or any other harmful code;**
- **Creating or operate a pyramid scheme, fraud or other similar practice;**
- **Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part.**
- **Rent, lease, loan, trade, sell/resell access to the Services or related any information or data of Mango Mark**
- **Remove any copyright, trademark or other proprietary rights notices contained in or on our Service**
- **Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the Services or any related data or information**
- **Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages**
- **Monitor the Services' availability, performance or functionality for any competitive purpose**
- **Override any security feature of the Services**
  
- **You will not use your personal homepage, nor any Mango Mark page primarily for your own commercial gain**
- **Act dishonestly or unprofessionally, including by posting any inappropriate, inaccurate, or objectionable content;**
- **Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the “title” or any other field, or including telephone numbers,**

email addresses, street addresses or any personally identifiable information for which there is not a field provided by Mango Mark)

- Use an image that is not your likeness or a headshot photo for your profile;
- Create a false identity on Mango Mark
- Misrepresent your current or previous positions and qualifications
- Misrepresent your affiliations with a person or entity, past or present
- Misrepresent your identity, including but not limited to the use of a pseudonym
- Create a Member profile for anyone other than yourself (a real person)
- Use or attempt to use another's account
- Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- Create profiles or provide content that promotes escort services or prostitution.
- Copy or use the information, content or data of others available on the Services (except as expressly authorized);
- Copy or use the information, content or data on “Mango Mark” in connection with a competitive service
- Copy, modify or create derivative works of “Mango Mark”, the Services or any related technology.
- Imply or state that you are affiliated with or endorsed by Mango Mark without our express consent
- Sell, sponsor, or otherwise monetize a Mango Mark or any other feature of the Services, without Mango Mark's consent;
- Remove, cover or obscure any advertisement included on the Services;
- Collect, use, copy, or transfer any information obtained from Mango mark without the consent of Mango mark
- If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services
- Access the Services except through the interfaces expressly provided by Mango mark, such as its mobile applications, Mango mark.com
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or

## **Proprietary Rights**

- All right, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of Mango Mark and. nothing in the Terms gives you a right to use the “Mango Mark” name or any of the “Mango Mark” trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.
- The Service may include advertisements, which may be targeted to the Content or information on the Service, queries made through the Service, or other information. The types and extent of advertising by Mango Mark on the Service are subject to change. In consideration for Mango Mark granting you access to and use of the Service, you agree that Mango Mark and its third party providers and partners may place such advertising on the Service or in connection with the display of Content or information from the Service whether submitted by you or others.

## **Complaints Regarding Content and any Posts**

We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. If you feel any post or content violating these terms and condition you can report and contact us.

## **Notification procedures and changes to these Terms**

“Mango Mark” reserves the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if we so choose. We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you. By continuing to access or use the Products after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Products.

## **Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by “Mango Mark” without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

### **Entire agreement/severability**

These Terms, together with the Privacy policy and any amendments and any additional agreements you may enter into with “Mango Mark” in connection with the Products, shall constitute the entire agreement between you and “Mango Mark” concerning the Products. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

### **No 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 “Mango Mark” failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

### **Contact Us**

Contact Us

154/9, Jayagath Mawatha, Hokandara North, Hokandara

Email: [info@mangomark.lk](mailto:info@mangomark.lk)

Web: <https://mangomark.lk>