

Terms of Services

Last Updated: June 2025

1. Acceptance of Terms

By accessing and using the E-Journaling Platform (the "Service"), you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and our Privacy Policy. If you do not agree to these terms, you must discontinue use of the Service immediately. These terms constitute a legally binding agreement between you and E-Journaling.

2. Service Description

E-Journaling provides a digital platform for personal journaling, habit tracking, mood monitoring, and self-reflection activities. The Service includes features for creating, storing, and organizing personal content. We reserve the right to modify, suspend, or discontinue any aspect of the Service at our sole discretion, with or without notice to users.

3. User Registration and Account Security

To access certain features of our Service, you must register for an account. By creating an account, you represent and warrant that:

- You are at least 18 years of age or have obtained parental consent
- All registration information provided is accurate, current, and complete
- You will maintain the accuracy of such information
- You will safeguard your login credentials and accept full responsibility for all activities under your account
- You will immediately notify us of any unauthorized use of your account
- You will comply with all applicable laws and regulations

4. User-Generated Content and Intellectual Property Rights

You retain ownership of all content you create and post through the Service. However, by submitting content, you grant E-Journaling:

- A non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display your content solely for the purpose of providing and improving the Service
- The right to backup and store your content for service continuity
- The right to process your content for analytics and service optimization

You represent that you own or have the necessary rights to all content you submit and that such content does not violate any third-party rights or applicable laws. We reserve the right to remove content that violates these terms without prior notice.

5. Privacy and Data Protection

Your privacy is fundamental to our Service. We collect, process, and protect your personal information in accordance with our Privacy Policy, which is incorporated into these terms by reference. Please review our Privacy Policy to understand our practices regarding your personal data and how we treat it.

6. Proprietary Rights and Restrictions

All intellectual property rights in the Service, including but not limited to software, design, text, graphics, logos, and trademarks, are owned by E-Journaling or our licensors. You may not copy, modify, distribute, sell, or lease any part of our Service or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

7. Prohibited Conduct

You agree not to engage in any of the following prohibited activities:

- Violating any applicable local, state, national, or international law or regulation
- Transmitting or uploading any harmful code, viruses, or malicious software
- Attempting to gain unauthorized access to our systems or other user accounts
- Interfering with or disrupting the Service or servers connected to the Service
- Impersonating any person or entity or falsely stating your affiliation
- Collecting or harvesting any personally identifiable information from the Service
- Using the Service for any commercial purpose without our express written consent

8. Account Termination

We may suspend or terminate your account and access to the Service immediately, without prior notice or liability, for any reason, including but not limited to breach of these terms. Upon termination, your right to use the Service will cease immediately, and any data associated with your account may be deleted.

You may terminate your account at any time by contacting our support team or through your account settings. Upon voluntary termination, we will make reasonable efforts to delete your personal information, subject to applicable legal requirements.

9. Disclaimers and Warranties

The Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Service will be uninterrupted, error-free, or completely secure. Your use of the Service is at your sole risk.

10. Limitation of Liability

To the maximum extent permitted by applicable law, E-Journaling and its affiliates, officers, employees, agents, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from your use of the Service, even if we have been advised of the possibility of such damages.

11. Modifications to Terms

We reserve the right to modify these terms at any time at our sole discretion. If we make material changes, we will provide notice through the Service or by sending an email to the address associated with your account. Your continued use of the Service following such notification constitutes acceptance of the revised terms.

12. Governing Law and Dispute Resolution

These terms shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles. Any disputes arising out of or relating to these terms or the Service shall first be subject to good faith negotiations between the parties. If such negotiations fail, disputes shall be resolved through binding arbitration in accordance with the Arbitration and Conciliation Act, 2015, conducted in English in New Delhi, India.

13. Contact Information

For questions, concerns, or notices regarding these Terms of Use, please contact us at: mail@ejournaling.com

© 2025 E-Journaling. All rights reserved.