

ADVERTISE WITH US - SERVICE AGREEMENT

(SwimProHub ProFinder Listings)

Effective Date: 04/03/2026

This Advertising Service Agreement (“Agreement”) governs the use of ProFinder listing services offered by **SwimProHub**, a digital platform for the swimming community operating in India and powered by Nimblemindz Technologies (“Platform”).

By submitting listing details and completing payment, the advertiser (“Advertiser”) agrees to be bound by this Agreement.

1. Nature of Service

1.1 SwimProHub provides a self-service digital listing platform (“ProFinder”) that enables businesses and professionals to display their services to users of the SwimProHub website and mobile application.

1.2 The Platform provides visibility and discovery only. It does not:

- Endorse, certify, or validate listed businesses
- Act as an agent or intermediary in transactions
- Guarantee leads, inquiries, bookings, or revenue

1.3 All interactions and transactions between Advertiser and end users are independent of SwimProHub.

2. Self-Service Model

2.1 ProFinder operates as a fully digital, self-registration system.

2.2 The Advertiser:

- Enters business details directly on the platform via ‘Advertise With Us’ page
- Submits required information
- Makes payment online

2.3 Upon successful payment and system confirmation, the listing is automatically activated on ‘ProFinder’ page, subject to compliance review.

2.4 No separate written contract or manual approval is required unless the Platform determines otherwise.

3. Eligibility & Accuracy

3.1 By listing, the Advertiser confirms:

- All information submitted is accurate and truthful

- They are legally authorized to operate the listed business
- They comply with applicable Indian laws

3.2 SwimProHub reserves the right to:

- Modify, suspend, or remove listings that violate platform standards
- Request clarification or documentation if required

3.3 Listings containing false, unlawful, or misleading information may be removed without refund.

4. Fees & Payment

4.1 Listing fees are charged as per the selected plan displayed at the time of purchase.

4.2 All prices are exclusive of applicable GST (currently 18%) and other statutory taxes.

4.3 Payment must be made in advance through the available online payment methods.

4.4 Where recurring billing is enabled:

- Listings automatically renew at the end of each billing cycle
- The Advertiser may cancel before the renewal date to avoid future charges

4.5 The Platform reserves the right to revise pricing for future billing periods.

5. Term & Activation

5.1 The listing term begins upon successful payment confirmation.

5.2 Listings remain active for the selected billing duration.

5.3 Non-renewal or failed payment may result in automatic deactivation.

6. Performance & Visibility

6.1 SwimProHub provides digital placement within:

- The ProFinder page on the website
- The SwimProHub mobile application

6.2 The Platform does not guarantee specific performance outcomes including:

- Search ranking position
- Number of profile views
- Lead volume
- Revenue generation

6.3 Business results depend on multiple independent factors including service quality, pricing, demand, and responsiveness.

7. Advertiser Responsibility

The Advertiser is solely responsible for:

- The services offered
- Pricing and commercial terms
- Customer communications
- Dispute resolution with users
- Compliance with applicable regulations

SwimProHub shall not be liable for disputes between Advertisers and users.

8. Cancellation & Refund

8.1 The Advertiser may cancel renewal at any time before the next billing cycle.

8.2 No partial refunds are issued for unused portions of an active billing period.

8.3 A 7-day refund policy (for first-time listings only) applies as described on the platform at the time of purchase.

8.4 Renewal payments are non-refundable.

9. Intellectual Property & Content Usage

9.1 By submitting listing content, the Advertiser grants SwimProHub a non-exclusive, royalty-free right to:

- Display business information
- Use logos and submitted media within the platform

9.2 The Advertiser confirms they have rights to use all submitted materials.

9.3 SwimProHub retains full ownership of its platform, design, systems, and brand identity.

10. Suspension & Removal

SwimProHub may suspend or remove listings if:

- Fraudulent or illegal activity is detected
- Repeated verified complaints are received
- Platform policies are breached

Removal due to violation may not be eligible for refund.

11. Limitation of Liability

To the maximum extent permitted by law, SwimProHub shall not be liable for:

- Business losses
- Indirect or consequential damages
- Service dissatisfaction
- User disputes

The Advertiser agrees to indemnify SwimProHub against claims arising from their services.

12. Amendments

SwimProHub may update this Agreement from time to time. Continued use of the ProFinder listing service constitutes acceptance of the revised terms.

13. Governing Law

This Agreement shall be governed by the laws of India. Any disputes shall be subject to the jurisdiction of courts in Pune, Maharashtra-India.