

# GAIN ANALYTICS LLP

To be read is “Gain” here under

## TERMS OF SERVICE

Effective 10 May 2024 | [Download PDF](#)

Country version: India

### What’s covered in these terms

We know it’s tempting to skip these Terms of Service, but it’s important to establish what you can expect from us as you use Gain services, and what we expect from you.

These Terms of Service reflect the way that Gain’s business works, the laws that apply to our company, and certain things that we’ve always believed to be true. As a result, these Terms of Service help define Gain’s relationship with you as you interact with our services. For example, these terms include the following topic headings:

What you can expect from us, which describes how we provide and develop our services

What we expect from you, which establishes certain rules for using our services

Content in Gain services, which describes the intellectual property rights to the content that you find in our services – whether that content belongs to you, Gain or others.

In case of problems or disagreements, which describes other legal rights that you have, and what to expect in case someone violates these terms.

Understanding these terms is important because, by accessing or using our services, you're agreeing to these terms.

Besides these terms, we also publish a Privacy Policy. Although it’s not part of these terms, we encourage you to read it to better understand how we use your information.

### Terms

#### Service provider

Gain services are provided by, and you’re contracting with:

Gain Analytics LLP

organised under the laws of the Bangalore, India and operating under the laws of the India.

## Age requirements

This service is not meant for kids.

## Your relationship with Gain

These terms help define the relationship between you and Gain. When we speak of 'Gain', 'we', 'us' and 'our', we mean Gain Analytics LLP and its affiliates, excluding any local entities based in India. Broadly speaking, we give you permission to access and use our services if you agree to follow these terms, which reflect how Gain's business works and how we earn money.

## What you can expect from us

Provide a broad range of useful services

We provide a broad range of services that are subject to these terms, including:

apps and sites (like Data insights on Power BI service on browsers and

devices (like Computers, Laptops, Tablets, Mobile Phones)

these services also include content that you can interact with.

Our services are designed to work together, making it easier for you to move from one activity to the next. For example, check various data insights.

## Develop, improve and update Gain services

We're constantly developing new technologies and features to improve our services. For example, we use artificial intelligence and machine learning to provide you with data insights. As part of this continual improvement, we sometimes add or remove features and functionalities, increase or decrease limits to our services, and start offering new services or stop offering old ones.

If we make material changes that negatively impact your use of our services or if we stop offering a service, we'll provide you with reasonable advance notice, except in urgent situations such as preventing abuse, responding to legal requirements or addressing security and operability issues. We'll also provide you with an export of reports that you were using during your active subscription.

## What we expect from you

Follow these terms and service-specific additional terms

The permission that we give you to access and use our services continues as long as you comply with:

these terms

We also make various policies, help centres and other resources available to you to answer common questions and to set expectations about using our services. These resources include our Privacy Policy, Copyright Help Centre, Transparency Centre, and other pages accessible from our repository. Finally, we may provide specific instructions and warnings within our services – such as dialog boxes that alert you to important information.

Although we give you permission to use our services, we retain any intellectual property rights that we have in the services.

## Respect others

We want to maintain a respectful environment for everyone, which means that you must follow these basic rules of conduct:

comply with applicable laws, respect the rights of others, including privacy and intellectual property rights. Don't abuse or harm others or yourself (or threaten or encourage such abuse or harm), including against children – for example, by misleading, defrauding, illegally impersonating, defaming, bullying, harassing or stalking others; hosting or publishing any obscene content; or inciting the violation of applicable laws

Our service-specific additional terms and policies, such as our Generative AI Prohibited Use Policy, provide additional details about appropriate conduct that everyone using those services must follow. If you find that others aren't following these rules, many of our services allow you to report abuse. If we act on a report of abuse, we also provide the process described in the Taking action in case of problems section.

## Don't abuse our services

Most people who access or use our services understand the general rules that keep the Internet safe and open. Unfortunately, a small number of people don't respect those rules, so we're describing them here to protect our services and users from abuse. In that spirit:

You must not abuse, harm, interfere with or disrupt our services or systems – for example, by:

introducing malware

spamming, hacking or bypassing our systems or protective measures

jailbreaking, adversarial prompting or prompt injection, except as part of our safety and bug testing programs

accessing or using our services or content in fraudulent or deceptive ways, such as:

phishing

creating fake accounts or content, including fake reviews

misleading others into thinking that generative AI content was created by a human

providing services that appear to originate from you (or someone else) when they actually originate from us

providing services that appear to originate from us when they do not

using our services (including the content that they provide) to violate anyone's legal rights, such as intellectual property or privacy rights

reverse engineering our services or underlying technology, such as our machine learning models, to extract trade secrets or other proprietary information, except as allowed by applicable law

using automated means to access content from any of our services in violation of the machine-readable instructions on our web pages (for example, robots.txt files that disallow crawling, training or other activities)

using AI-generated content from our services to develop machine learning models or related AI technology

hiding or misrepresenting who you are in order to violate these terms

providing services that encourage others to violate these terms

Permission to use your content

Some of our services are designed to let you upload, submit, store, send, receive or share your content. You have no obligation to provide any content to our services and you're free to choose the content that you want to provide. If you choose to upload or share content, please make sure that you have the necessary rights to do so and that the content is lawful.

## Licence

Your content remains yours, which means that you retain any intellectual property rights that you have in your content. For example, you have intellectual property rights in the creative content that you make, such as reviews that you write. Or you may have the right to share someone else's creative content if they've given you their permission.

We need your permission if your intellectual property rights restrict our use of your content. You provide Gain with that permission through this licence.

## What's covered

This licence covers your content if that content is protected by intellectual property rights.

## What's not covered

This licence doesn't affect your privacy rights – it's only about your intellectual property rights

This licence doesn't cover these types of content:

publicly available, factual information that you provide, such as corrections to the data points. That information doesn't require a licence because it's considered common knowledge that everyone's free to use.

feedback that you offer, such as suggestions to improve our services. Feedback is covered in the Service-related communications section below.

## Scope

This licence is:

worldwide, which means that it's valid anywhere in the world

exclusive, which means that you can not licence our content to others

## Rights

Gain reserves rights to:

host, reproduce, distribute, communicate and use content – for example, our content on our systems and make it accessible from anywhere that you go

publish, publicly perform or publicly display your content, and make it visible to others

modify and create derivative works based on your feedback, such as reformatting or translating it

## Using Gain services

### Your Gain Account

You can create a Gain Account for your convenience. Some services require that you have a Gain Account in order to work – for example, to get access to our platform, you need a Gain Account so that you have a place to analyse data insights.

You're responsible for what you do with your Gain Account, including taking reasonable steps to keep your Gain Account secure, and we encourage you to regularly use the Security Check-Up.

### Using Gain services on behalf of an organisation or business

Many organisations, such as businesses, non-profits and schools, take advantage of our services. To use our services on behalf of an organisation:

an authorised representative of that organisation must agree to these terms

your organisation's administrator may assign a Gain Account to you. That administrator might require you to follow additional rules and may be able to access or disable your Gain Account.

### Service-related communications

To provide you with our services, we sometimes send you service announcements and other information. To learn more about how we communicate with you, see Gain's Privacy Policy.

If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

## Content in Gain services

### Your content

Some of our services allow you to generate original content. Gain won't claim ownership over that content.

Some of our services give you the opportunity to make your content publicly available – for example, you might post a product or service review that you wrote, or you might upload a blog post that you created.

The Permission to use your content section for more about your rights in your content, and how your content is used in our services

Removing your content section to learn why and how we might remove user-generated content from our services.

If you think that someone is infringing your intellectual property rights, you can send us notice of the infringement and we'll take appropriate action. For example, we suspend or close the Gain Accounts of repeat copyright infringers as described in our Copyright Help Centre.

#### Gain content

Some of our services include content that belongs to Gain – for example, many of the visual illustrations that you see in Gain reports. You may use Gain's content as allowed by these terms and any service-specific additional terms, but we retain any intellectual property rights that we have in our content. Don't remove, obscure or alter any of our branding, logos or legal notices. If you want to use our branding or logos, please see the Gain Brand Permissions page.

#### Other content

Finally, some of our services give you access to content that belongs to other people or organisations – for example, a store owner's description of their own business, or a newspaper article displayed in Gain News. You may not use this content without that person or organisation's permission, or as otherwise allowed by law. The views expressed in the content of other people or organisations are their own, and don't necessarily reflect Gain's views.

#### Software in Gain services

Some of our services include downloadable or preloaded software. We give you permission to use that software as part of the services.

The licence that we give you is:

worldwide, which means that it's valid anywhere in the world

non-exclusive, which means that we can licence the software to others

royalty-free, which means that there are no monetary fees for this licence

personal, which means that it doesn't extend to anyone else

non-assignable, which means that you're not allowed to assign the licence to anyone else

Some of our services include software that's offered under open-source licence terms that we make available to you. Sometimes there are provisions in the open-source licence that explicitly override parts of these terms, so please make sure that you read those licences.

You may not copy, modify, distribute, sell or lease any part of our services or software.

#### In case of problems or disagreements

Both the law and these terms give you the right to (1) a certain quality of service and (2) ways to fix problems if things go wrong.

#### Warranty

We provide our services using reasonable skill and care. If we don't meet the quality level described in this warranty, you agree to tell us and we'll work with you to try to resolve the issue.

#### Disclaimers

The only commitments that we make about our services (including the content in the services, the specific functions of our services or their reliability, availability or ability to meet your needs) are provided in (1) the Warranty section; (2) the service-specific additional terms and (3) laws that can't be limited by these terms.

Don't rely on the services for medical, legal, financial or other professional advice. Any content regarding those topics is provided for informational purposes only and is not a substitute for advice from a qualified professional.

#### Liabilities

##### For all users

Both the law and these terms try to strike a balance as to what you or Gain can claim from the other in case of problems. That's why the law requires everyone to be responsible for certain liabilities – but not others – under these terms.

These terms only limit our responsibilities as allowed by applicable law. These terms don't limit liability for:

fraud or fraudulent misrepresentation

death or personal injury caused by negligence

gross negligence

willful misconduct

Other than the liabilities described above, Gain is liable only for its breaches of these terms or applicable service-specific additional terms, subject to applicable law.