

Terms and Conditions

Last Updated: 1st September 2025

1. Scope of the Terms

- 1.1. Snaploop Private Limited, (CIN: U62011KL2025PTC095026) is a Company registered under the Companies Act, 2013 with its registered office at No. 4/461, 2nd Floor, Suite No.1519, Valamkottil Tower, Judgemukku, Kakkanad, Kochi - 682021 (**"UpFoundry" "Us" "we" or "Our"**), (which expression shall, unless repugnant to the context or meaning thereof be deemed to include its legal representatives, authorized personnel and permitted assigns).
- 1.2. These terms and conditions (**"Terms"**) shall govern and apply to all services rendered by UpFoundry, (**"Services"**), to any natural or legal person availing themselves or others through them of the Services and assenting to these Terms (**"User" "Student" "you" and "your"**), except where expressly stated otherwise herein. The User shall be entitled, at any time, to access the then-current version of the Terms via the UpFoundry Website (**"Website"**) and may, for their personal records, print, download, and/or otherwise store such Terms.
- 1.3. These Terms shall apply exclusively and to the exclusion of all other terms and conditions. Any divergent, conflicting, or supplementary provisions proposed by the User shall not be binding unless expressly accepted in writing by UpFoundry.

2. Description of Services and Application Process

- 2.1. UpFoundry offers a systematic structured learning program intended to deliver skills and knowledge to Users for the purpose of advancing and enhancing their prospective career in the technology sector (**"Programme" or "Elite 500 Programme"**).
- 2.2. This Programme is designed exclusively for undergraduate students and is not intended for working professionals. The eligible academic streams shall, from time to time, be duly notified by UpFoundry on its official website. Candidates satisfying the criteria prescribed under such notifications shall constitute Eligible Candidates (**"Eligible Candidates"**). The Programme shall be conducted in a hybrid mode comprising of live sessions, which shall primarily be delivered online, together with certain offline components which may, *inter alia*, include hackathons, seminars, industry outreach initiatives, and such other events as UpFoundry may determine at its sole discretion.
- 2.3. An Eligible Candidate may apply for the programme using the "Apply Now" option on the UpFoundry website. The Eligible Candidates are required to fill out a google form, to apply for the Programme. Once applied candidates shall be screened based on a test conducted by UpFoundry, which may either be conducted offline or online at the discretion of UpFoundry. The test may contain multiple Choice Questions, Competitive Coding Questions, Logical Reasoning Questions and such other types of questions deemed appropriate by UpFoundry.

Users who are duly shortlisted based on the test scores and other screening criteria shall be formally admitted into the Elite 500 Programme.

- 2.4. Application made by minors or persons of legal incapacity require the consent of the respective parents/legal guardian.

3. Programme Structure

- 3.1. Programme shall be conducted over a defined and finite period, over 2.5 years ideally from semester 5 (five) to semester 8 (Eight) and a subsequent 6 (six) months Post Placement Support (**"Programme Term"**). Upon the User's valid enrolment in the Programme, UpFoundry, shall grant the Users a non-exclusive, non-transferable, and limited licence to access the Course Materials (including live classes) for the duration of the applicable Programme Term.
- 3.2. Upon enrolment, candidates shall be allocated into groups, and each such group shall be assigned a duly appointed person who shall bear responsibility for regularly supervising, directing, and facilitating the sessions organised by UpFoundry (**"Mentor"**).
- 3.3. UpFoundry shall designate a person who shall be vested with the responsibility of monitoring the overall progress of the Programme and undertaking follow-ups as deemed necessary (**"Programme Success Manager"**). Users shall be entitled to access the services of the Programme Success Manager upon request, subject to the availability of slots, and may avail such services for the purpose of resolving queries or obtaining assistance in relation to Programme progress or any other academic or non-academic matters.
- 3.4. The Programme Success Manager shall further be responsible for conducting periodic follow-ups in circumstances where any participant is observed to be falling behind or is otherwise unable to cope with the Programme structure. Where, in the reasonable opinion of the Programme Success Manager, a participant requires special attention, the Success Manager shall be empowered to refer such User to a designated person who maybe a third-party service provider, appointed by us to provide appropriate support to the Student (**"Counsellor"**).
- 3.5. Each User shall be entitled to one (1) complimentary counselling session. Any subsequent counselling sessions shall be subject to such fees, terms, and conditions as may be prescribed by UpFoundry, which reserves the right to modify or amend the same from time to time in its sole and absolute discretion.
- 3.6. Upon enrolment, Users are granted access to the UpFoundry Programme Dashboard (**"Dashboard" or "UpFoundry Dashboard"**), which shall serve as the designated platform for monitoring academic progress. Through the Dashboard, Users may, *inter alia*, (i) track their individual progress, (ii) access and review their Confidence Score and Attendance Percentage, (iii) view completed modules and upcoming content available for subsequent unlocking, and

(iv) access the leaderboard in order to compare their performance with that of other participants in the Elite 500 Programme.

- 3.7. The (“**Confidence Score**”) shall be computed on the basis of multiple parameters, including, inter alia, the User’s attendance (**wherein late logins and early logouts will be deemed and recorded as half-day attendance**), performance in assessments, the number of challenges solved, allocation of streak points (with higher weight accorded to Users who solve challenges consistently on a daily basis rather than cumulatively in bulk), mock interview results, and performance in group discussions.
- 3.7.1. The Confidence Score shall further take into account the User’s professional conduct, it being expressly stipulated that any act of misconduct, unprofessional behaviour towards mentors or peers, or any complaint or report received from fellow Users, shall adversely affect the computation of the Confidence Score. The determination of the Confidence Score shall be carried out by UpFoundry in its sole and absolute discretion, and such determination shall be final and binding on the User.
- 3.8. The Elite 500 Programme is structured into multiple Modules, each covering distinct industry-relevant technologies details of which are specified under Clause 3.10. Instruction shall be delivered through a combination of online and offline sessions, ordinarily conducted on an alternating basis. The schedule, frequency, and mode of such sessions shall remain subject to modification by UpFoundry, having due regard to academic exigencies, operational requirements, and User convenience.
- 3.9. Live sessions are ordinarily instructional in nature, intended to introduce and explain theoretical concepts, thereby enabling Users to acquire a foundational understanding of complex, industry-relevant technologies. Such live sessions shall typically be followed by practical sessions designed to facilitate the application of the principles covered during instruction. The sequence, frequency, and scheduling of such sessions may, however, be modified or rescheduled by UpFoundry at its discretion, having regard to resource availability and the reasonable convenience of Users.
- 3.10. The Programme shall be delivered in sequential phases, each comprising specific modules designed to impart progressively advanced technical competencies. The curriculum includes: (i) core foundations in JavaScript and TypeScript, together with engineering practices such as version control, linting, and testing; (ii) modern frontend development with React and allied state/data management libraries, architecture, accessibility, rendering strategies, and deployment practices; (iii) backend fundamentals including SQL/PostgreSQL, Node.js/Express, API development, caching, authentication, and security principles; (iv) advanced backend engineering with NestJS, microservices, scalability strategies, observability, and cloud-scale DevOps (Docker, Kubernetes, AWS); (v) applied machine learning fundamentals covering data processing, model training and evaluation, and MLOps pipelines; and (vi) large language models and AI product engineering, including embeddings, prompt engineering, fine-tuning, retrieval-augmented generation, agentic systems, and deployment of AI-powered products.

- 3.11. Certain Phases of the Programme culminates in a Capstone or Super-Capstone Project, requiring participants to design, develop, and deploy scalable full-stack and AI-driven applications on cloud infrastructure, incorporating CI/CD pipelines, monitoring, and cost-optimization practices. The contents and scope of each Module and Phase specified in Clause 3.10 and 3.11 is merely indicative and shall remain subject to modification, revision, or substitution by UpFoundry in its sole discretion, in order to reflect emerging technologies, evolving industry standards, and prevailing market requirements.

4. Right of Refusal of Admission

- 4.1. UpFoundry reserves the right to refuse to issue admission to prospective Users for reasons including, but not limited to, the following:
 - 4.1.1. If the User has given the Upfoundry reason to believe that they would not be able to pass any background checks associated with employment.
 - 4.1.2. An assessment by the Program Success Manager that the course delivery/instruction model is unsuitable for the User's goals and/or learning needs.
 - 4.1.3. Customer communication with UpFoundry team members is abusive, unprofessional, or in violation of UpFoundry's Code of Conduct.
- 4.2. If the Program Success Manager or any other member of the UpFoundry team makes the decision to refuse enrolment to a User, this decision shall be issued in writing and will be final.

5. Payments and Billing Options

- 5.1. The Programme Fees shall be payable in such amounts as may be prescribed and stipulated by UpFoundry from time to time, and as duly notified to the Users at the time of their enrollment in the Programme and/or as updated on the official UpFoundry website. Any queries in relation to the Programme Fees shall be directed to support@upfoundry.in.
- 5.2. Payment of the Programme fee shall be made in a single lump sum payment. Option for making the payment in Equated Monthly Instalment (EMI) facilities maybe offered by third-party banks or financial institutions. The grant of such EMI facility shall be subject solely to the discretion and approval of the issuing bank or financial institution, and UpFoundry shall neither bear any responsibility nor assume any liability in respect of the eligibility criteria,

approval process, interest rates, or any other terms and conditions imposed by such third-party entities.

6. Programme Pause

- 6.1. Users may, subject to prior intimation, pause their participation in the Programme; provided, however, that any such interruption shall adversely affect the User's Confidence Score, leaderboard standing, and eligibility for placement assistance. Sessions missed as a result of such pause, or otherwise, shall not be repeated on an individual basis, and Users who elect to pause the **Programme shall forfeit any entitlement to refunds under the Satisfaction Guarantee Policy as per Clause 10 of these Terms.**

7. Internship

- 7.1. UpFoundry shall endeavour to provide internship opportunities for Users at any associated Indian or Multi-National Companies, preferably with a stipend; however, no guarantee of internship placement is made. The selection and allotment of internships shall be contingent upon the User's performance, Confidence Score, and the specific requirements of the recruiting company, and such internships may be offered with or without a stipend at the discretion of the company concerned.
- 7.2. The duration of internships shall ordinarily be one (1) month, subject to extension at the sole discretion of the host company. Internships may be conducted either remotely or on-site, as determined exclusively by the company concerned. Users who have outstanding academic back papers may not be able to avail internship placements; provided, however, that UpFoundry shall endeavour, without obligation, to facilitate comparable opportunities for such Users where reasonably practicable.

8. Placement Assistance (UpLift – Sponsored Placement Drive)

- 8.1. Eligibility for placement support shall be contingent upon the User maintaining a minimum attendance of ninety percent (90%), achieving a Confidence Score of not less than nine (9) out of ten (10), and satisfying such additional cutoff criteria as may be prescribed by UpFoundry from time to time in alignment with the requirements of recruiting companies. The final selection of Users for interview opportunities shall further depend upon their performance scores, demonstrated acquisition of relevant skills, and overall dedication and commitment exhibited during the Programme.

8.2. Placement support shall be provided as an ancillary service intended to facilitate interview opportunities for Users who have successfully completed the Programme. Such opportunities may be arranged by UpFoundry through its partner companies, affiliated organisations, or by way of external job fairs and recruitment drives.

8.3. Users with outstanding academic back papers shall not be assured of placement opportunities; provided, however, that UpFoundry shall, without obligation, endeavour to extend reasonable support in facilitating alternative opportunities. UpFoundry's primary obligation under the Programme is limited to imparting industry-relevant skills and training and shall not extend to securing employment for any User.

8.4. Post-Placement Support

8.4.1. Post-Placement Support shall commence immediately upon the User's graduation from college and shall be provided in the following manner.

8.4.1.1. In the event that the User does not secure or otherwise hold a placement offer upon University/College graduation, UpFoundry shall endeavour to provide dedicated support for a period of up to six (6) months, with the objective of assisting the User in identifying relevant employment opportunities and securing a placement.

8.4.1.2. Such assistance may include, without limitation, providing the User with access to UpFoundry's online support platforms, extending referrals or introductions to potential employers and companies. We may also assist by offering the User, at their discretion and subject to payment of such additional fees as may be prescribed by UpFoundry from time to time, the opportunity to further upskill by undertaking additional personal projects under the one-on-one mentorship of a senior professional engaged by UpFoundry.

8.5. In the event that the User is already placed at the time of graduation, UpFoundry shall provide continuous guidance, mentorship, and support for a period up to six (6) months commencing immediately after graduation. Such post-placement support shall include, inter alia, assistance in managing professional work effectively, breaking down and prioritising tasks, access to relevant study materials, review and feedback on presentations and demonstrations, clarification of doubts, guidance on professional ethics, and continuous career counselling and mentorship as may be reasonably required by the User.

9. General Refund Policy

9.1. All payments made by the User shall be strictly non-refundable, save and except as expressly provided in Clauses 9 and 10 hereinunder, and shall at all times remain subject to the provisions of applicable laws in force at the relevant time.

9.2. In the event that UpFoundry is unable to perform or deliver the Services in accordance with the terms and conditions stipulated herein, and such non-performance is not attributable to any act, omission, or default on the part of the User, the User shall be entitled to a refund of the amounts paid after deducting the service charges and such other expenses that are reasonably borne by UpFoundry. Notwithstanding the foregoing, where the failure or inability to render the Services arises out of, or is otherwise attributable to, any act, omission, negligence, default, or breach on the part of the User, UpFoundry shall bear no liability whatsoever to refund any amounts, whether in whole or in part.

10. **Satisfaction Guarantee Policy**

10.1. UpFoundry equips the Users with industry relevant skills and assures its Users that they will get a qualifying job offer in the field within 6 months after successful completion of the Programme. UpFoundry offers its Users a refund of 100% of the course fee from UpFoundry provided the conditions specified under clause 10.2 herein below are fulfilled (**“Satisfaction Guarantee Policy”**).

10.2. A User shall be eligible to claim a refund under the Satisfaction Guarantee Policy strictly upon fulfilment of all the following conditions, each of which shall constitute a condition precedent to such entitlement.

10.2.1. The User must have duly and successfully completed the entire Programme, including, without limitation, any additional coursework and the six (6) month Post-Placement Support period, it being expressly clarified that any failure to complete the Programme in its entirety shall render the User ineligible for a refund.

10.2.2. The User must not have received any valid placement or employment offer, whether full-time, part-time, contractual, or internship-based, from any company, organisation, or third-party entity, at the conclusion of the Programme and the post-Programme support period.

10.2.3. The User must have continuously maintained a Confidence Score of not less than nine (9) out of ten (10) throughout the duration of the Programme, as recorded and computed by UpFoundry’s internal tracking systems, and such computation shall be final, conclusive, and binding on the User.

- 10.2.4. The User must have maintained an attendance record of no less than ninety percent (90%) of all scheduled sessions, including both online and offline sessions, as determined by UpFoundry's attendance tracking mechanisms, and no exceptions shall be permitted save as expressly approved in writing by UpFoundry.
- 10.2.5. The User must have completed, submitted, and passed to UpFoundry's satisfaction all assessments, daily challenges, assignments, and projects forming part of the Programme, and any incomplete or unsatisfactory submissions shall be deemed a breach of this condition.
- 10.2.6. The User must have duly attended and participated in all online and offline events, workshops, hackathons, seminars, or industry outreach activities conducted or mandated by UpFoundry as part of the Programme, failure of which shall constitute non-compliance with Programme requirements.
- 10.2.7. The User must not have any outstanding or pending financial obligations, fees instalments, or other dues payable to UpFoundry under these Terms, and we reserves the right to reject any refund claim in the event of default in payment.
- 10.2.8. The User must not have been reported for misconduct, breach of code of conduct, academic dishonesty, harassment, or other inappropriate behaviour by any Mentor, Success Manager, staff member, or fellow student. For the avoidance of doubt, any substantiated report of misconduct or disciplinary proceedings initiated against the User shall automatically disqualify the User from refund eligibility.
- 10.2.9. The User must not have availed of a break or pause in the Programme exceeding three (3) consecutive days, unless expressly authorised in writing by UpFoundry, and it is hereby clarified that any unauthorised absence beyond such period shall disentitle the User from seeking a refund under the Satisfaction Guarantee.
- 10.2.10.** The User shall be required to successfully pass any background checks associated with the jobs for which they apply. Without prejudice to the generality of the foregoing, in the event that the User fails to secure a job offer, whether directly or indirectly, due to their inability to pass a background check required in connection with such job offer, the User shall not be entitled to claim or receive any tuition refund.
- 10.2.11.** The User shall be required to demonstrate a willingness to relocate for employment, and to apply for, consider, and accept opportunities offered in on-site, hybrid, or remote work arrangements, as may be reasonably required in connection with prospective job offers.

10.3. A User shall not be eligible to claim a refund under the Satisfaction Guarantee Policy if any of the following disqualifying circumstances apply, the occurrence of which shall automatically and irrevocably extinguish any right to refund under these Terms:

10.3.1. The User has failed, neglected, or otherwise refused to attend, participate in, or make themselves available for any placement drives, recruitment processes, interview opportunities, or similar engagements assigned, facilitated, by UpFoundry. Such absence or unwillingness shall be deemed a voluntary waiver of the User's entitlement to placement assistance and, consequently, any claim to refund.

10.3.2. The User has failed, neglected, or otherwise refused to attend or participate in any internship opportunity, whether paid or unpaid, onsite or remote, assigned, facilitated, or otherwise made available by UpFoundry or its partner organisations.

10.3.3. The User has failed, neglected, refused, or otherwise abstained from attending, attempting, or completing any assessment test, evaluation, examination, or other academic or skill-based assessment forming part of the Programme or forming part of the placement or internship process.

10.3.4. The User has engaged in malpractice, misconduct, or academic dishonesty, including but not limited to cheating, misrepresentation, falsification of records, unauthorised recording of live or recorded sessions, unauthorised dissemination or sharing of Programme content, proprietary materials, or intellectual property belonging to UpFoundry, whether within or outside the Programme environment. Any such conduct shall be deemed a fundamental breach disentitling the User from refund eligibility.

11. The User has defamed, disparaged, misrepresented, or otherwise brought into disrepute UpFoundry, its platform, staff, services, features, or operations, whether through oral statements, written communications, electronic media, or digital platforms, including the dissemination of false, misleading, or unverified information concerning the Programme, its assurances, or its offerings. It is expressly clarified that any such conduct shall constitute reputational harm to UpFoundry and shall extinguish the User's entitlement to refund.

12. **Requesting the Refund**

12.1. In order to claim repayment, the User shall be required to submit an explicit written request via email to support@upfoundry.in. Such request must be received by UpFoundry no later than thirty (30) days following the expiration of the Programme Term. Failure to provide timely notice in accordance with this Clause shall render the Satisfaction Guarantee null and void and shall extinguish any entitlement to repayment under Clause 10. The User shall further be

required to complete the Exit Interview, which shall be provided upon preliminary approval of the refund request.

13. Course Cancellation

13.1.1. The User may, at their discretion, cancel the Programme in which they are enrolled at any time during the Programme Term. It is expressly clarified that any such cancellation initiated by the User, where the same is not attributable to any act, omission, or default on the part of UpFoundry, shall result in the immediate forfeiture of all Programme fees paid by the User. Furthermore, any charges, fees, or costs levied by the User's payment service provider in connection with such cancellation shall be borne solely by the User and shall not be refundable or reimbursable by UpFoundry under any circumstances.

13.1.2. Cancellations result in immediate loss of access to all Programme materials, Mentors, Counsellors, Programme Success Manager and other services offered by UpFoundry from the date of receipt of the Cancellation.

14. Intellectual Property

14.1. All rights, including copyright, in this Website are owned by or licensed to Upfoundry. Any use of the Services or this Website and its contents, including copying or storing it or them in whole or part, other than for your own personal, non- commercial use is prohibited without the prior permission of UpFoundry. You may not modify, distribute or re-post contents on this Website/App/chatbot for any purpose whatsoever.

14.2. All right in the Course Material, including but not limited to live sessions, recordings, documents, presentations, or any other resources provided by UpFoundry, shall constitute the sole and exclusive intellectual property of UpFoundry. All rights, title, and interest therein are, and shall at all times remain, vested exclusively with UpFoundry.

14.3. UpFoundry grants each User a non-exclusive, non-sub-licensable and non-transferable license to use any content that was provided by UpFoundry ("**Content**") solely for the purpose of using the Services and Programmes. The use, reproduction, modification, distribution, or storage of Content for any other purpose is expressly prohibited without the prior written permission of UpFoundry.

15. Indemnification

- 15.1. The User agrees at their own expense, to indemnify, defend and hold harmless UpFoundry and its related parties from all liabilities, claims, expenses and losses of any kind (including reasonable legal fees and costs) arising from or related to the User's use or misuse of, or access to the Services, content, or otherwise from User Content, violation of these Terms, or infringement by the User, or any third party using their Account or identity in the Services, of any intellectual property or other right of any person or entity. UpFoundry reserves the right to assume the exclusive defence and control of any matter subject to indemnification by the User, in which case the User will assist and cooperate with UpFoundry in asserting any available defences.

16. Third Party Services

- 16.1. The User acknowledges that UpFoundry may enable or assist the access of, interact with, and/or purchase services from supported platforms and other third parties via third-party websites or resources on the Internet, or other third-party services ("**Third-Party Services**"). When the User accesses the Third-Party Services, the User will do so at the User's own risk. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services, and any contract entered into, or any transaction completed via any Third-Party.
- 16.2. UpFoundry makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Services or any transactions completed by the User with any such third party.

17. Warranties

- 17.1. UpFoundry does not warrant or guarantee that the Programme or the Website shall be available or accessible at all times without interruption. Notwithstanding the foregoing, UpFoundry shall use commercially reasonable efforts to rectify any technical malfunction within a reasonable period of time.

18. Privacy Policy

- 18.1. UpFoundry provides the User with information on how data is collected, processed, and protected in UpFoundry's Privacy Policy. For any questions or concerns regarding the protection of Users' Personal Data, kindly refer to our Privacy Policy.

19. Changes in the Terms of Service

- 19.1. UpFoundry reserves the right to modify or replace any of these Terms at any time under the following conditions: UpFoundry will notify the User of the respective amendments at least two weeks before the change comes into force via email or in writing. The change is considered accepted by continuing to use the Services. UpFoundry will make particular note of the right of objection, the objection period, and legal consequences, particularly regarding the failure to object to the changes.

20. This Agreement

- 20.1. This Terms represent the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and representations, written or oral (including without limitation, earlier version of these Terms that may have been accepted by you). We reserve the right to modify these Terms at any time. Your continued use of any of the UpFoundry services shall constitute and be deemed to be your acceptance of such modification and your consent to abide by any terms thereof.
- 20.2. This Agreement constitutes an electronic record within the meaning of the Information Technology Act, 2000 and the applicable rules made thereunder, including the amended provisions pertaining to electronic records under various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signature.

21. Severability

- 21.1. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be modified to the least extent necessary to render them valid and consistent and (ii) the remaining terms and provisions of this Agreement shall remain in full force and effect.

22. Force Majeure

- 22.1. Except where otherwise expressly stated in these Terms, we will not be liable or pay you compensation if our contractual obligations to you are affected by extraordinary and unavoidable circumstances. ("**Extraordinary and unavoidable circumstances**") refer to events beyond the control of the Company or the Supplier, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such events include, but are

not limited to acts of war, terrorism or the threat thereof, civil unrest, serious risks to human health (including pandemics or epidemics), natural disasters (e.g., floods, earthquakes, severe weather), actions of governmental or public authorities, industrial disputes, strikes, fire, chemical or biological incidents, unavoidable technical failures.

23. Governing Law

- 23.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed and interpreted in accordance with the laws of India in the state of Kerala. Each Party irrevocably agrees that the courts in Ernakulam shall have exclusive jurisdiction to settle any dispute or Claims. Parties irrevocably consents to the jurisdiction of such courts and waives all objections thereto.

24. Disclaimer

- 24.1. You acknowledge and undertake that you are accessing the Services on the Website and application and transacting at your own risk and using your best and prudent judgment before placing an order or availing of the services or entering into any transactions with us through our Website. We shall not be held liable nor responsible for any representations or warranties/ guarantees of the service save and except as explicitly provided under this Terms we hereby expressly disclaim all responsibility and liability in that regard.