

# Harbinger have easy Policy for every body

## 1. General

### 1. Introduction

1. These terms and conditions shall govern your use of our websites, applications, content, products, and services [the “Services”].
2. By using the Services, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our websites, applications, content, products, and services.
3. If you [register with the Services, submit any material to it or use it], we will ask you to expressly agree to these terms and conditions.
4. You must be at least [18] years of age to use the Services; and by using it or agreeing to these terms and conditions, you warrant and represent to us that you are at least [18] years of age.
5. Our websites, applications, content, products, and services uses cookies; by using it or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [privacy and cookies policy].

### 2. Copyright notice

1. Copyright (c) [2015] [Harbinger].
2. Subject to the express provisions of these terms and conditions:
  1. We, together with our licensors, own and control all the copyright and other intellectual property rights in our websites, applications, content, products, and services; and
  2. All the copyright and other intellectual property rights in our websites, applications, content, products, and services are reserved.

### 3. Licence to use websites, applications, content, products, and services.

1. You may:
  1. Access and use the applications on your personal device solely connection with your use of the Services; and
  2. Access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use.

Subject to the other provisions of these terms and conditions.

2. Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from the Services or save any such material to your computer.
3. You may only use our websites, applications, content, products, and services for [your own personal and business purposes], and you must not use them for any other purposes.

4. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our websites, applications, content, products, and services.
5. Unless you own or control the relevant rights in the material, you must not:
  1. Republish material from the Services (including republication);
  2. Sell, rent or sub-license material from the Services;
  3. Show any material from the Services in public;
  4. Exploit material from the Services for a commercial purpose; or
  5. Redistribute material from the Services.
6. Notwithstanding Section 3.5, you may redistribute [our newsletter] in [print and electronic form] to [any person].
7. We reserve the right to restrict access to areas of the Services, or indeed our whole websites, applications, content, products, and services, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our websites, applications, content, products, and services.

#### **4. Acceptable use**

1. You must not:
  1. Use the Services in any way or take any action that causes, or may cause, damage to the Services or impairment of the performance, availability or accessibility of the Services;
  2. Use the Services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  3. Use our websites, applications, content, products, and services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
  4. Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Services without our express written consent;
  5. [Access or otherwise interact with the websites, applications, content, products, and services using any robot, spider or other automated means;]
  6. [violate the directives set out in the robots.txt file for our websites, applications, content, products, and services; or]
  7. [Use data collected from our websites, applications, content, products, and services for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).]
2. You must not use data collected from our websites, applications, content, products, and services to contact individuals, companies or other persons or entities.

3. You must ensure that all the information you supply to us through our websites, applications, content, products, and services, or in relation to the Services, is [true, accurate, current, complete and non-misleading].

## **5. Registration and accounts**

1. 5.1 To be eligible for an individual account on our websites, applications, and services under this Section 5, you must [be at least 18 years of age and legal resident of any country].
2. You may register for an account with our websites, applications, and services by [completing and submitting the account registration form available and clicking on the verification link in the email that the websites, applications, and services will send to you].
3. You must not allow any other person to use your account to access information available on the medium.
4. You must notify us in writing immediately if you become aware of any unauthorised use of your account.
5. You must not use any other person's account to access the Services [unless you have that person's express permission to do so].

## **6. User IDs and passwords**

1. If you register for an account, [we will provide you with / you will be asked to choose] a user ID and password.
2. Your user ID must not be liable to mislead and must comply with the content rules set out in Section 9; you must not use your account or user ID for or in connection with the impersonation of any person.
3. You must keep your password confidential.
4. You must notify us in writing immediately if you become aware of any disclosure of your password.
5. You are responsible for any activity arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **7. Cancellation and suspension of account**

1. We may:
  1. [Suspend your account;]
  2. [cancel your account; and/or]
  3. [Edit your account details,]

At any time in our sole discretion without notice or explanation.

## **8. Your content: licence**

1. In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or the Services for storage or publication on, processing by, or transmission via, the Services.

2. You grant to us a [worldwide, irrevocable, non-exclusive, royalty-free licence] to [use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media / reproduce, store and publish your content on and in relation to the Services].
3. You grant to us the right to sub-license the rights licensed under Section 8.2.
4. You grant to us the right to bring an action for infringement of the rights licensed under Section 8.2.
5. You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.
6. You may edit your content to the extent permitted using the editing functionality made available under the Services.
7. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **9. Your content: rules**

1. You warrant and represent that your content will comply with these terms and conditions.
2. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
3. Your content, and the use of your content by us in accordance with these terms and conditions, must not:
  1. Be libellous or maliciously false;
  2. Be obscene or indecent;
  3. Infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
  4. Infringe any right of confidence, right of privacy or right under data protection legislation;
  5. Constitute negligent advice or contain any negligent statement;
  6. Constitute an incitement to commit a crime [instructions for the commission of a crime or the promotion of criminal activity];
  7. Be in contempt of any court, or in breach of any court order;
  8. Be in breach of racial or religious hatred or discrimination legislation;
  9. Be blasphemous;
  10. Be in breach of official secrets legislation;
  11. Be in breach of any contractual obligation owed to any person;
  12. [Depict violence [in an explicit, graphic or gratuitous manner];]

13. [Be pornographic [, lewd, suggestive or sexually explicit];]
14. [Be untrue, false, inaccurate or misleading;]
15. [Consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;]
16. [Constitute spam;]
17. [Be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or]
18. [Cause annoyance, inconvenience or needless anxiety to any person.]

## **10. Limited warranties**

1. We do not warrant or represent:
  1. The completeness or accuracy of the information published on our websites, applications, content, products, and services;
  2. That the material on the websites, applications, content, products, and services is up to date; or
  3. That the websites, applications, content, products, and services or the Services will remain available.
2. We reserve the right to discontinue or alter any or all of our websites, applications, content, products, and services, and to stop publishing the Services, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any websites, applications, content, products, and services, or if we stop publishing the Services.
3. To the maximum extent permitted by applicable law and subject to Section 11.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our websites, applications, content, products, and services and their use.

## **11. Limitations and exclusions of liability**

1. Nothing in a contract under these terms and conditions will:
  1. Limit or exclude any liability for death or personal injury resulting from negligence;
  2. Limit or exclude any liability for fraud or fraudulent misrepresentation;
  3. Limit any liabilities in any way that is not permitted under applicable law; or
  4. Exclude any liabilities that may not be excluded under applicable law.
2. The limitations and exclusions of liability set out in this Section 11 and elsewhere in a contract under these terms and conditions:
  1. Are subject to Section 11.1; and

2. govern all liabilities arising under that contract or relating to the subject matter of that contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in that contract.
3. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
4. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
5. We will not be liable to you in respect of any loss or corruption of any data, database or software.
6. We will not be liable to you in respect of any special, indirect or consequential loss or damage.
7. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **12. Breaches of these terms and conditions**

1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
  1. Send you one or more formal warnings;
  2. Temporarily suspend your access to the Services;
  3. Permanently prohibit you from accessing the Services;
  4. Block computers using your IP address from accessing the Services;
  5. Contact any or all of your internet service providers and request that they block your access to the Services;
  6. Commence legal action against you, whether for breach of contract or otherwise; and/or
  7. Suspend or delete your account from the Services.
2. Where we suspend or prohibit or block your access to the Services or a part of it, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **13. Variation**

1. We may revise these terms and conditions from time to time.
2. [The revised terms and conditions shall apply to the use of our websites, applications, content, products, and services from the date of publication of the revised terms and conditions, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. / We will give you written notice of any revision of

these terms and conditions, and the revised terms and conditions will apply to the use of our websites, applications, content, products, and services from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using the Services.]

3. If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account from the Services, and you must stop using the Services.

#### **14. Assignment**

1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

#### **15. Severability**

1. If a provision of a contract under these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
2. If any unlawful and/or unenforceable provision of a contract under these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **16. Third party rights**

1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

#### **17. Entire agreement**

1. Subject to Section 11.1, these terms and conditions, together with [our privacy and cookies policy], shall constitute the entire agreement between you and us in relation to your use of our websites, applications, content, products, and services and shall supersede all previous agreements between you and us in relation to your use.

#### **18. Law and jurisdiction**

1. A contract under these terms and conditions shall be governed by and construed in accordance with [The Limited Liability Partnership Act, 2008].
2. Any disputes relating to a contract under these terms and conditions shall be subject to the exclusive / non-exclusive jurisdiction of the courts of [India].

#### **19. Statutory and regulatory disclosures**

1. We are registered under [The limited Liability Partnership Act, 2008]; you can find the online version of the register at [<http://www.mca.gov.in>], and our registration number is [AAD-9936].
2. We are registered as [Harbinger Heights Welfare Society] with [Ministry of Corporate Affairs] in [the India] and are subject to [The Limited Liability Partnership Act and Rules], which can be found at [<http://www.mca.gov.in>].

## **20. Our details**

1. This website is owned and operated by [Harbinger Heights Welfare Society].
2. We are registered in [Rajasthan, the India] under registration number [AAD-9936], and our registered office is at [Harbinger Heights, Near Patrakar Colony, Mansarovar, Jaipur].
3. Our principal place of business is at [Harbinger Heights, Near Patrakar Colony, Mansarovar, Jaipur].
4. You can contact us by writing to the business address given above, or by using our website contact form, or by email to [[info@hcd.co.in](mailto:info@hcd.co.in)] or by telephone on [8560824829].