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Any part of the Site being cached in proxy servers and accessed by individuals who have not registered with telegraphindia.com as users of the Site; or

Access through a single account and Password being made available to multiple users on a network.

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## **NO UNLAWFUL OR PROHIBITED USED**

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any ABP's server, or the network(s) connected to any ABP's server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorised access to any Services, other accounts, computer systems or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

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## **TERMINATION OF ACCOUNT**

ABP reserves its right to refuse service, restrict, suspend, terminate your account; (Terminate this Agreement; Terminate or suspend your access to the Site; Refuse, move or remove for any reason any Content / Image that you submit on or through the Services; Refuse, move, or remove any Content / Image that is available on or through the Services; Deactivate or delete your accounts and all related information and files in your account; Establish general practices and limits concerning use of the Services) at any time and, remove or edit contents or cancel orders (entered by you) at its sole discretion with or without cause, and with or without any prior notice for any violation of the Terms of Use. Upon such termination or suspension, your right to use the Site will immediately cease. You can also terminate your account at any time but your information may remain stored in archive on our servers even after the deletion or the termination of your account.

## **USER CONDUCT AND OBLIGATIONS**

You hereby agree and assure ABP that the Site/Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws. You further concur that you will not, through Site/Service:

post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus, trojan horses, time bombs, bots, botnets, malicious content, content theft, data manipulation, threats or any other harmful programs or elements or component;

delete from the Site any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify;

not use the Site / Service in any manner that could damage, disable, overburden, or impair and not to undertake any action which is harmful or potentially harmful to any ABP's server, or the network(s), computer systems / resource connected to any ABP server, or interfere with any other party's use and enjoyment of the Site/Service;

obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site/Service;

engage in any activity that causes / may harm minors; or

perform any activity which is likely to cause such harm;

impersonate any person or entity, including, but not limited to, ABP's official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

take any action which encourages or consists of any threat of harm of any kind to any person or property;

carry out any "denial of service" (DoS, DDoS) or any other harmful attacks on application or internet service or;

make any inappropriate, illegal or otherwise prohibited communication to any Newsgroup, Mailing List, Chat Facility, or other Internet Forum;

use the Site/Service for illegal purposes;

disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorised access to any ABP website or the website of any ABP's customer;

transmit through the Site, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable material of any kind or nature. This includes text, graphics, video, programs, audio, etc;

collect or attempt to collect personally identifiable information of any person or entity without their express written consent and you shall maintain records of any such written consent throughout the terms of this agreement and for a period of 2 years thereafter;

engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet

forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site.

upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," duplicative messages or any other form of solicitation.

encumber or suffer to exist any lien or security interest on the subject matter of this Agreement; or

make any representation or warranty on behalf of ABP.

You agree not to post, distribute, transmit or otherwise make available any data, text, message, computer file, or other material that infringes and/or violates any right of a third party or any domestic or international law, rule, or regulation, including but not limited to:

infringement of any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorised copying of copyrighted material, the digitisation and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorised transmittal of copyrighted software;

Right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity;

Any confidentiality obligation.

Unless otherwise permitted, you will: (i) display the Service on your Site in the exact form received by you, and not modify or edit any of the foregoing without ABP's prior written consent; (ii) ensure that the fundamental meaning of the Service is not changed or distorted; (iii) comply with all applicable laws and all limitations and restrictions (if any) placed by ABP on the use, display or distribution of any Service and (iv) not archive any of the Service for access by users at any future date after the Service has been removed from your Web site. You acknowledge that the service must link and redirect to the appropriate ABP's web page when a user clicks on the Service (e.g. a headline). You shall not display the Service in such a manner that does not allow for successful linking and redirection to, and delivery of, ABP's Web page, nor may you frame any ABP's Web page.

## **NO CONTROLLING SPAM POLICY OR UNSOLICITED E-MAILS**

You will not use any communication tool or other means available on the Site to transmit, directly or indirectly, any unsolicited bulk communications (including emails and instant messages). You may not harvest information about users of ABP for the purpose of sending or to facilitate the sending of unsolicited bulk communications. We may terminate your access or use of the Site immediately, with or without any notice, and take any other legal action if you, or anyone using your access details to the Site, violates these terms. We may adopt any technical remedy (including any filtering technology or other measures) to prevent unsolicited bulk communications from entering, or remaining within our computer or communication networks. Such filtering technology or other measures may block, either temporarily or permanently, some e-mail sent to you through the ABP's sites.

## **DISCLAIMER OF WARRANTIES AND LIABILITY**

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### **LINKS TO OTHER SITES**

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### **MATERIAL SUBMITTED BY USERS**

Certain elements of the Site will contain material submitted by users. ABP accepts no responsibility for the content, accuracy, conformity to applicable laws of such material. You will indemnify and hold harmless ABP against all third party claims, demands and actions brought against ABP which arises from or relates to the material submitted by you.

## **ADVERTISING MATERIAL**

Part of the Site contains advertising information or promotional material or other material submitted to ABP by third parties. Responsibility for ensuring that material submitted for inclusion on Site complies with applicable International and National law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than ABP found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. ABP will not be responsible or liable for any claim, error, omission, inaccuracy in advertising material or any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-ABP advertisers on the Site. ABP reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the Site will be subject to these terms and conditions.

## **DATA PROTECTION**

ABP may send information and offer products and services to you from time to time. For further details relating to our policy relating to such offers please refer to our privacy statement. Notwithstanding the foregoing, ABP reserves the right to disclose any information in response to / that it is required to be shared, disclosed or made made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to ABP. Further, ABP can (and you authorise ABP to) disclose your name, street address, city, state, zip code, country, phone number, email, and company name to Intellectual Property rights owners, as we in our sole discretion believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

## **RELATIONSHIP**

None of the provisions of the User Agreement shall be deemed to constitute a partnership or agency between you and ABP and you shall have no authority to bind ABP in any manner, whatsoever.

## **FORCE MAJEURE**

ABP shall have no liability to you for any interruption or delay, to access the Site irrespective of the cause.

## **INDIAN LAW**

The Agreement shall be governed by the Laws of India. The Courts of law at Kolkata, West Bengal, India shall have exclusive jurisdiction over any disputes arising under this agreement.

## **ENTIRE AGREEMENT**



These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

#### **RIGHT TO REMOVE INAPPROPRIATE MESSAGE**

We reserve the right to remove any messages we deem to be inappropriate, i.e, racist, sexist or threatening. Messages using inappropriate language will also be removed. We do not wish to be censors, but our forums must remain civilised and respect the rights of others.

#### **LIMITED TIME TO BRING YOUR CLAIM**

You and ABP agree that any cause of action arising out of or related to ABP's web sites, only, must commence within one (1) year after the cause of action accrues otherwise, such cause of action will be permanently barred.

#### **ACCEPTANCE OF PRIVACY POLICY**

By using ABP's sites and services, you signify your acceptance of this Privacy Statement. If you do not agree or are not comfortable with any policy described in this Privacy statement, your only remedy is to discontinue use of ABP sites. We reserve the right, to modify this Privacy Statement at any time.

#### **GENERAL TERMS**

Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms. Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement. If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

#### **NOTICE OF COPYRIGHT INFRINGEMENT**

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A physical or electronic signature of a person authorised to act on behalf of the copyright owner for the purposes of the complaint.

Identification of the copyrighted work claimed to have been infringed.

Identification of the material on our website that is claimed to be infringing or to be the subject of infringing activity.

The address, telephone number or e-mail address of the complaining party.

A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent or the law.

A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorised to act on behalf of the owner of the right that is allegedly infringed.

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**All notices of copyright infringement should be sent to:**

**LEGAL DEPARTMENT**

ABP Pvt. Ltd.

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