TERMS OF USE

These terms and conditions govern your use of our website. By using the Site, you agree to be legally bound by these terms, which shall take effect immediately on your first use of the Site. Please read the terms in full before you use this Website. We reserve the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the Sites. Any such change shall take effect upon posting to this website. By continuing to use the Websites after we post any such changes, you accept the Terms of Use, as modified. If you do not agree to the Terms of Use, you must immediately terminate use of the Sites.

Access and Use

Unless otherwise specified, the Websites and all content on the Websites are intended for your personal, non-commercial use only. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way any material from the Websites except as provided in this Terms of Use. You may download material from the Websites and may use the Websites for your personal, non-commercial use or educational use, provided you keep intact all copyright and other proprietary notices.

By accessing this website, you agree:

✓ Not to copy, amend, reproduce, or distribute the content.
✓ To comply with all applicable laws and regulatory requirements relating to your use of this website.
✓ To comply with all reasonable instructions we give you relating to this website.

You agree to use the Site only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the Site. Prohibited behavior includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Site.
You shall not use the Website in any way that causes damage to the Website or in any unlawful, harmful, illegal, or fraudulent manner. You agree not to interfere with the legitimate use of the Website and our services by other users. You shall not publish or cause to be published any unlawful, defamatory, obscene, threatening, offensive, harmful or otherwise objectionable content on the Website.

You confirm that you are allowed under the law to publish all content, images, or information that you submit to the Website. In the event you submit information through the Site, you agree to provide true, accurate, current and complete information and agree to promptly update the information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, and/or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your participation in the Site and/or refuse any current or future use of the Site or its services (or any portion thereof).

**Copyright and Trademarks**

Unless otherwise stated, copyright and all intellectual property rights in all material presented on the site (including but not limited to text, audio, video or graphical images), trademarks and logos appearing on the Site are the property of The Law Gazette. You also agree not to adapt, alter or create a derivative work from any content on the Site except for your own personal, non-commercial use.

By submitting a Blog, you grant us a royalty-free, non-exclusive, irrevocable and perpetual license and right to republish, reproduce and edit your Blog or parts thereof worldwide and in any medium, notwithstanding any other clauses of the Terms. If you republish your Blogs elsewhere, please include a hyperlink back to The Law Gazette as the place of original publication. You warrant and represent that you have all legal, moral, and other rights that may be necessary to grant us with the license outlined in this Section.

Individual authors own the copyright in their works published on the website. For everything else, all rights vests with The Law Gazette. It is your responsibility to ensure that any content that you post anywhere on the website does not violate a third person’s proprietary rights

You or the original authors, as applicable, retain all moral rights to be identified as the author of Blogs published under your Username, and images or other media published under your Username on your profile on the Website's social network.
Use of The Law Gazette’s content for any purpose not expressly permitted by this Agreement is strictly prohibited and will make you liable for damages as well as prosecution under the law.

**DISCLAIMERS AND LIMITATION OF LIABILITY**

This site is for information purposes and no other purpose at all. Nothing on this site constitutes a binding offer to give any legal advice or perform any other service in any jurisdiction. The materials on the Sites and The Law Gazette Content do not constitute legal advice and do not necessarily reflect the opinions of The Law Gazette.

We provide information on an ‘as is’ basis. Any reliance on the content on our site is completely at your risk. To clarify further, we are not responsible for views expressed by you or any contributing authors and the individual authors are solely responsible for his/her views.

We have no responsibility or liability of any kind for the content of any Blogs that are not written by us. We do not exercise control over Blogs' contents and are acting as a mere electronic conduit, hosting service and passive publisher of the Blogs, subject to the Terms. We reserve the right to delete, disable and/or restrict your Blog from the website.

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we do not commit to ensuring that such material is correct or up to date. The material at this Website is provided without any conditions or warranties of any kind. The Law Gazette does not accept any responsibility for any statement in the material. You must not rely on any statement we have published on the Site without first taking specialist professional advice. Nothing in the material is provided for any specific purpose or at the request of any particular person.

The Law Gazette won’t be liable to you for any damages that arise from your using the Services. This includes if the Services are hacked or unavailable. This includes all types of damages (indirect, incidental, consequential, special or exemplary). And it includes all kinds of legal claims, such as breach of contract, breach of warranty, tort, or any other loss.
Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website.

The use of the sites is at your own risk. You must take your precaution in this respect, as we accept no responsibility for any infection by virus, by other contamination or by anything, which has destructive properties.

**TERMINATION**

These Terms of Use will take effect at the time you begin using the Sites. We may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

**Advertisers**

The Sites may contain advertisements. The inclusion of advertisements on the Sites does not imply endorsement of the advertised products or services. The Law Gazette shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the Sites. Advertisers are solely responsible for the content of advertising material. And you shall be solely responsible for any correspondence or transactions you have with any third-party advertisers.

**Third-Party Information**

The Sites may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers or other information made available by third parties such as content providers and other users of the Sites are those of the respective third party and not of The Law Gazette. We make no representation for, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third party materials, information, services or products.

Any links to third party websites located on this Website are provided for your convenience only. These third-party sites have separate and independent privacy policies and, therefore,
we owe no responsibility for the content of the linked website(s). We do not endorse the third-party websites or make representations about them or any material contained in them. If you decide to access any of the third-party sites linked to the Sites, you do so entirely at your own risk.

**Force Majeure**

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. Although we will do our best to provide constant, uninterrupted access to the Site

**No unsolicited marketing emails**

Email addresses are provided on this website for pursuing the business of The Law Gazette. By accessing this site you agree not to send unsolicited emails for advertising, market research or illegal or immoral purposes to the email addresses provided. You also agree to not use the mail service to impersonate any person or entity, including, but not limited to, a The Law Gazette official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.

**No Waiver**

Failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

**Warranty**

We cannot guarantee that this website will operate following your expectations or will be error-free. We give no express or implied representation or warranty (whether statutory or otherwise) in respect of this website or the website content. No information, whether oral or written, obtained by you from us or through or from the website shall create any warranty not expressly stated in this agreement. That you understand and expressly agree that your use of our website is at your sole risk.
Indemnification

You agree to defend, indemnify and hold harmless The Law Gazette and its agents, licensors, managers, and other affiliated and their employees, contractors, agents, officers and directors, from or in any way related to your use of the Sites and The Law Gazette content, or any other actions connected with your use of the Sites and The Law Gazette Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys fees.

Submission of Graphic Material

When you send a photograph or other graphical material to us you do so following these Terms. This means that you hereby agree that you have taken the photograph(s) you have sent to us or you have permission from or are authorised by the owner of the photograph(s) to send it (them) to us, and you are granting us a non-exclusive, royalty-free license to publish or otherwise use the photograph(s) in any way and at any time we want on the Site.

Selected photographs and graphical material will be published at the discretion of the editor and you will not be paid, even if your photograph(s) is (are) published. We may cut, edit, crop or arrange your photograph(s) or graphic as we think fit to appear on the Site, and we may remove your photograph(s) or graphics at any time.

Your name will be published alongside your photograph(s) or graphic, but we may edit or delete any comments, which you submit along with your photograph(s) or graphic.

The material provided by you

You are solely responsible for your material. We retain the right at our absolute discretion to delete or modify your Blog to comply with our legal duties, to improve the appearance, layout or integration of the Blog into the Website, or for any other reason.

If we consider that any part of your material exposes us to the risk of a claim or complaint by a third party, we may block access to all or part of this website and remove all or part of your material. You must provide all reasonable assistance in this respect. You agree not to use this website to advertise or sell any goods or services to other users of this website.

If you want to submit material to us for publication on the Site, you may do so on the following terms and conditions:
✓ You grant us a non-exclusive, perpetual, royalty-free, worldwide license to republish any material you submit to us in any format, including, without limitation, print and electronic format;

✓ You declare to us that any material you submit to us is your original work and that you own the copyright and any other relevant rights;

✓ You warrant that the material you submit is not obscene, offensive, defamatory of any person or otherwise illegal;

✓ You agree not to post material including spamming which is deliberately intended to upset other users;

✓ You acknowledge that any breach of these warranties may cause us damage or loss and you agree to indemnify us in full and permanently against any third party liabilities, claims, costs, loss or damage we incur as a result of publishing material you submit to us, including consequential losses;

✓ We reserve the right to remove your access to individual services if we believe you are abusing the services in any way.

**Site Uptime**

We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues. Therefore we will not be liable if this website is unavailable at any time. Where possible we will try to give our visitors warning of maintenance issues but shall not be obliged to do so.

**Governing Law**

Any dispute or claim between you and The Law Gazette arising out of or in connection with this website or its subject matter (whether allegedly contractual or non-contractual disputes and claims) shall be governed by and construed in accordance with Indian law and to the exclusive jurisdiction of the courts in New Delhi.

**General Terms**

✓ We allow you to choose to submit comments or ideas about our Services, including without limitation about how to improve the Services. By submitting any idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place The Law Gazette under any fiduciary or other obligation and that we are
free to use the idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

✓ It shall be a violation of these Terms of Use to use any information obtained from the Website to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than us without our prior explicit consent. You understand that we have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with an investigation of alleged illegal activity or solicitation of illegal activity or response to a lawful court order or direction. Besides, we can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

✓ We reserve the right, but have no obligation, to monitor the materials posted on the Website. The Law Gazette shall not be held responsible for any response posted to your queries on our portal.

✓ The Law Gazette shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. In no event shall The Law Gazette assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that you have all necessary rights in and to all Content, which you provide, and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortuous, or otherwise unlawful information.

✓ We may, without prior notice, change the Services; stop providing the Services or features of the Services, to you or Users generally; or create usage limits for the Services and such acts of ours will not make us liable for any claim in any manner whatsoever.

✓ The Services are controlled and operated from facilities in India. The Law Gazette makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their
own volition and are entirely responsible for compliance with all applicable Indian and local laws and regulations.

✓ The Law Gazette provides opportunities for user interaction within its Sites and social media profiles on sites such as Facebook, LinkedIn and Instagram. On those social media profiles, content and links to other Internet sites should not be construed as an endorsement of the organizations, entities, views or content contained therein. The Law Gazette is not responsible for content or links posted by others.

✓ By posting content to The Law Gazette, you give us a nonexclusive license to publish it on The Law Gazette Services, including anything reasonably related to publishing it (like storing, displaying, reformatting, and distributing it). We may also use your content to promote The Law Gazette.

✓ We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website.

✓ When registering on our site, you may be asked to enter your name, e-mail address, location. We may also collect information about your computer, your IP address and your use of this website. Any of such information which we collect from you may be used to improve our website or to administer a contest, promotion, survey or other site feature.

✓ You acknowledge that all new services or features launched by us in the future will also be subject to these Terms.

✓ We take no responsibility for any liability arising out of your usage of our website.

Entire Agreement

This Agreement is the entire agreement between you and The Law Gazette, including use of the Website, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. Any infringement shall be vigorously defended and pursued fully permitted by law.

If you have any questions or concerns regarding these Terms of Use or the Sites, please visit our Contact Us page.

Disclosure: We are an organization working solely to provide legal information and in no way a government organization or a law enforcement entity.