

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

Terms of Website Use

These Terms of Website Use (together with the additional documents referred to in it) set out the terms and conditions on which you make use of the Website: <http://www.eachoneenrichone.com> (“Website”), whether as a guest or a registered user. Use of the Website includes: accessing, browsing and signing-up to use the Website and any content on it.

Our terms align to the IT Amendment Act 2008 of India. By using the Website, you confirm that you accept these Terms of Website Use and that you agree to comply with them. If you do not agree to these Terms of Website Use, you must not use the Website.

These Terms of Website Use refer to the following additional terms, which also apply to your use of the Website: (i) our Privacy Policy; and (ii) our Cookie Policy.

Who We Are

The Website is operated by DFX Systems Pvt. Ltd. (“we”, “us”, “our”). We are a Private limited company registered in Mumbai, India, company U30000MH1985PTC036269. Our registered office is at: 51, Vinayak Apts, Off Gokhale Road(S), Dadar, Mumbai 400 028, Maharashtra, India.

Using the Website

The Website is made available free of charge.

We do not guarantee that the Website, or any content on it, will always be available or uninterrupted and we reserve the right to suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of any content on the Website. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied that the content on the Website is accurate, complete or up-to-date.

You are responsible for making all necessary arrangements for you to have access to the Website. You are also responsible for ensuring that anyone accessing the Website through your internet connection is aware of these Terms of Website Use (together with the additional documents referred to in it) and complies with them.

We may, from time to time, provide interactive tools on the Website. Where we do provide any interactive tools, you may use these tools (and the Website) only for lawful purposes. You may not use the Website and/or any interactive tools:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; and/or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of these Terms of Website Use;

- not to access without authority, interfere with, damage or disrupt:
 - any part of the Website;
 - any equipment or network on which the Website is stored;
 - any software used in the provision of the Website; or
 - any equipment or network or software owned or used by any third party.

We will determine, in our discretion, whether there has been a breach of these Terms of Website Use through your use of the Website. When a breach of these Terms of Website Use has occurred, we may take such action as we deem appropriate, including but not limited to immediate (temporary or permanent) withdrawal of your right to use the Website.

Password Security

If you choose or are provided with a user identification code, password or any other piece of information as part of our registration and/or security procedures, you must treat such information as confidential and must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of these Terms of Website Use.

Intellectual Property

We are the owners or licensees of all intellectual property rights on the Website and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print, copy and/or download extracts of any page(s) from the Website and draw the attention of others within your organisation to content posted on the Website. You must not modify the paper or digital copies of any materials printed or downloaded in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status and that of any identified contributors, as the authors of content on the Website must always be acknowledged. You must not use any part of the content from the Website for commercial purposes without obtaining a licence to do so from us (or our licensors).

If you print off, copy or download any part of the Website in breach of these Terms of Website Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Limitation of Our Liability

Nothing in these Terms of Website Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or other liability that cannot be limited or excluded under the law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use the Website;
- use of or reliance on any content displayed on the Website;
- loss of profits, sales, business or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to downloading any content on it, or any website linked to it.

We assume no responsibility for the content of websites linked to on the Website. Such links should not be interpreted as endorsement, by us, of those websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of services by us to you, which will be set out in our Terms and Conditions of Supply or any contract agreed and entered into by us (as applicable).

Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

Linking to the Website

You may link to the Website, provided this is done in a fair and legal way which does not damage our reputation. We reserve the right to withdraw this permission at any time without notice.

You must not link to the Website in any way which suggests any form of association, approval or endorsement on our part where none exists.

Copyright Advisory

I want to post something on E1E1, but I'm not sure if it would infringe someone's copyright. What should I do?

We can't provide you with any legal advice. If you're not sure, don't post it on E1E1. Posting copyrighted content without permission might be a violation of the law. If you've already posted it, you should remove it from E1E1.

Do I own the copyright to something that I filmed from television or a live concert or sporting event on my own camcorder or phone?

Just because you recorded a live event or publicly broadcasted show onto your own recording device, doesn't necessarily mean that you aren't infringing the rights of the person or company that owns the copyright to the television show or performance. Disclaiming ownership of the original material, or giving credit to the copyright owners, also doesn't necessarily mean you're authorized to use it. If you're not sure if you own the right to the content you want to post, or whether the content might infringe someone else's copyright, please seek legal guidance before posting it on E1E1.

How do I know whether my copyright is being infringed by content that someone shared on E1E1?

According to the E1E1 Statement of Rights and Responsibilities, people on E1E1 may not post copyrighted content to E1E1 unless they own or are allowed to post the copyrighted content. If someone has posted your original work (ex: photo you took, poem you wrote) without your permission, you may want to seek legal guidance to find out if your rights have been infringed.



Please keep in mind that you don't own the copyright to a photo just because you appear in it. For example, if someone else takes a photo of you that you don't like and posts it to E1E1, that isn't a violation of your copyright under most circumstances.

What happens when E1E1 acts on a claim that I have infringed someone's copyright? Can I file a counter-notice?

When we receive a report from someone claiming that content on the site infringes their copyright, we may need to immediately remove that content from E1E1 without contacting you first.

If we remove your content because of a copyright claim, you'll receive a warning from E1E1 that includes the contact information of the person or company who made the report and/or the contents of the report. If you believe the content should not have been removed, you can follow up with them directly to try to resolve the issue.

Changes

We may change these Terms of Website Use at any time by amending this page and any updated Terms of Website Use will continue to apply to you. You should check this page from time to time for any changes made.

We may update the Website from time to time, including its content. Please note that any of the content on the Website may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Website, or any content on it, will be free from errors or omissions.

Applicable Law

These Terms of Website Use, their subject matter and formation (and any non-contractual disputes or claims) are governed by Indian law. We both agree to the exclusive jurisdiction of the courts of Mumbai, India.

Contact Us

To contact us, please email team@eachoneenrichone.com or send us a message through the Contact page of www.eachoneenrichone.com.

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