

# TERMS AND CONDITION OF HUWATS INDIA PRIVATE LIMITED

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For the purpose of Term & condition and Privacy Policy, wherever the context so requires, i) The term 'You' & 'User' shall mean any legal person or entity accessing or using the services provided on this Website, who is competent to enter into binding contracts, as per the provisions of the Indian Contract Act, 1872; ii) The terms 'We', 'Us' & 'Our' shall mean the Website (www.huwats.com) and/or the Company (Huwats India Private Limited), as the context so requires. iii) The terms 'Party' & 'Parties' shall respectively be used to refer to the User and the Company individually and collectively, as the context so requires.

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- Reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- Edit or otherwise modify any material on the website; or
- Redistribute material from this website except for content specifically and expressly made available for redistribution

## 2- Responsible use -

By visiting [www.huwats.com](http://www.huwats.com) and accessing the information, resources and services, either directly or indirectly, you agree to use these information, resources and services. Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

Wherein, you understand that:

- a) You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.
- b) You must not use this website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- c) You must not use this website 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, root kit or other malicious computer software.
- d) Engaging or attempting to engage in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.
- e) You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.
- f) You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without obtaining express written consent from Huwats India Private Limited.
- g) Accessing or attempting to access any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access or attempt to access any of our Resources through any automated, unethical or unconventional means.
- h) In order to access any resources available on this website, user may be required to provide certain information for identification such as name, email, phone number etc as part of the registration process, or as part of your ability to use the Resources, you agree that any information provided will always be correct and up to date to the best of his knowledge.
- i) You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.
- j) We may provide various open communication tools on our website, such as blog, blog posts, chat, comments, forums, message boards, newsgroups, reviews, various social media services, etc. User understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:
  - i) Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language
  - ii) Contains any type of unauthorized or unsolicited advertising;
  - iii) Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;
  - iv) Impersonates any person or entity, including any [www.xyz.com](http://www.xyz.com) employees or representatives.

We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

k) User agree to indemnify and hold harmless www.huwats.com a digital property of Huwats India Private Limited and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this User Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

### 3- User Content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website or any social media or blog that is linked with this website in any manner, for whatever purpose.

We do not assume any liability for any content posted by you or any other 3rd party users of our website, blog or social websites. Any content posted on our website or attached leaning centre or social media shall be deemed to be owned by Huwats India Private Limited, third party after posting on website cannot claim ownership or any right in respect of such content. However, in exceptional cases he may contact to our management to protect their right but this shall be valid when made in written. Huwats India Private Limited shall not be responsible for any third party post.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. Huwats India Private Limited reserves the right to edit or remove any material submitted to this website, or stored on servers, or hosted or published upon this website.

### 4- Privacy Policy

All information provided as part of our registration process is covered by our privacy policy. Please read privacy and refund policy for more detail.

### 5-Limitation of warranty-

By using our website, you understand and agree that all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you i.r.o. errors, security, timely, accuracy, reliability, correctness etc. contain in website or in its resources. Furthermore, you understand and agree that:

i) any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.

ii) No information or advice, whether expressed, implied, oral or written, obtained by you from www.huwats.com or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

## 6-Limitation of Liability

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of services. Huwats India Private Limited will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply

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## 8-Termination of use-

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

## 9- Governing law-

These terms and conditions will be governed by and construed in accordance with applicable laws in India and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Bengaluru only.

## 10- Refund-

No refunds will be given except in the event of cancellation or non-performance of service by Huwats India Private Limited. Refund can be made only when we receive payment in our bank account. If any payment made by user is not come in our company bank account, we shall not be responsible in any manner for such amount. For more detail read refund policy.

## 11- Cancellation of Service-

Cancellation of service order is not possible once the payment has been made. However, cancellation can be made in exceptional circumstances but it shall be upon management discretion.