

# Terms and Conditions of use

## 1. Introduction

- a. These terms and conditions shall govern your use of our website.
- b. By using our website, you accept all the terms and conditions as prescribed in full.
- c. If you are a member of our club, we will ask you to expressly agree to these terms and conditions.
- d. You must be at least 18 years of age to use our website, by using our website you are agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

## 2. Copyright notice

- a. Copyright (c) 1973 RAJPATH CLUB LIMITED
- b. Subject to the express provision of these terms and conditions
  - i. We, together with our licensor own and control all the copyright and other intellectual property rights in our website and the material on our website ; and
  - ii. All the copyright and other intellectual property rights in our website and the material on our website are reserved to us.

## 3. Permission to use website

### 3.1 You may

- i. View pages from our website in a web browser;
- ii. Downloaded pages from our website for caching in a web browser;
- iii. Print pages from our website for your own personal and non- commercial use provided that such printing is systematic and not excessive;
- iv. Stream audio and video files from our website using the media player on our website;
- v. Know about our club and its facilities, charges, timings etc.

Additional list of terms subject to the other provisions of these terms and conditions

3.2 Except as expressly permitted by section (a) or the other provisions of these terms and conditions, you must not download any material from our website and save any such material to your computer.

3.3 You may only use our website for your own person and non-commercial purposes and you must not use our website for any other purpose.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material , you must not

- a. Republish material from our website (including republication on another website)
- b. Sell , rent or sub license material from our website
- c. Show any material from our website in public
- d. Exploit materials from our website for a commercial or
- e. Redistribute material from our website

3.6 We reserve the right to suspend or restrict access to our website, to areas of our website and/ or to functionality upon our website. We may, for example, suspend access to the website [during the maintenance or when we update the website]. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

#### **4. Misuse of website**

4.1 You must not;

- a. use our website in any way or take any action that causes , or may cause , damage to the website or impairment of the performance availability , accessibility , integrity or security of the website
- b. Use our website in any way that unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- c. hack or otherwise temper with our website
- d. probe, scan or test the vulnerability of our website without our permission
- e. circumvent any authentication or security systems or processes on or relating to our website
- f. use our website to copy , store , host , transmit, send , use , publish or distribute any materials which consists of ( or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, ransomware or other malicious computer software.
- g. [impose an unreasonable large load on our website resources (including bandwidth, storage capacity and processing capacity)]
- h. [decrypt or decipher any communications sent by or to our website without our permission]
- i. [conduct any systematic or automated data collection activities (including without limitation scraping , data mining, data extraction and data harvesting) on or in relation to our website without our express written consent]
- j. Access or otherwise interact with our website using any robot, spider or other automated means [ except for the purpose of [search engine indexing]]
- k. Use our website except by means of our public interfaces

- l. Use data collected from our website for any direct or indirect marketing activity (including without limitation email marketing , sms marketing , telemarketing and direct mailing ) or
- m. Do anything that interferes with the normal use of our website

#### Additional list items

- 4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.
- 4.3 you must ensure that all the information you supply to us through our website or in relation to our website, is [true , accurate, current, complete and non-misleading]

### **5. Registration of accounts**

- a. If you are a member of our club [we will provide you with] or [you will be asked to choose] a user id and password.
- b. Your user id must not be liable to mislead and must comply with the content rules set out in section 7 you must not use your account or user id for or in connection with the impersonation of any person.
- c. You must keep your user id and password confidential.
- d. You must notify us in writing immediately if you become aware of any disclosure of your password.
- e. You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- f. You are responsible for any activity on our website arising out of any failure to keep your password confidential and may be held liable for any losses arising out such failure.
- g. You must not use any other person's account to access the website [unless you have that person's express permission to do so].
- h. We may
  - i. Suspend your account
  - ii. Cancel your account and / or
  - iii. Edit your account details at any time in our sole discretion with or without notice

### **6. Our rights to use your content**

- a. In these terms and conditions, your content means all works and materials including without limitation text, graphics, images , audio materials, video materials , audio visual material, scripts, software and file that you submit to us or our website for storage or publication on processing by or transmission via , our website.
- b. 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 or reproduce, store and publish your content on and in relation to this website and any successor

website or reproduce store and with your specific consent, publish your content on and in relation to our website

- c. You grant to us the right to sub-license the rights licensed under section 6(b)
- d. You grant to us the right to bring an action for infringement of the rights licensed under section 6(b)
- e. You hereby waive all your moral rights in your content to the maximum extent permitted by application 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.
- f. You may edit your content to the extent permitted using the editing functionality made available on our website
- g. 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 un-publish or edit any or all of your content.

## **7. Rules about your content**

- a. You warrant and represent that your content will comply with these terms and conditions.
- b. 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.
- c. Your content, and the use of your content by us in accordance with these terms and conditions must not;
  - i. Be libellous or maliciously false
  - ii. Be obscene or indecent
  - iii. Infringe any copyright moral right, database right , trade mark right, design right, right in passing off, or other intellectual property right
  - iv. Infringe any right of confidence , right of privacy or right under data protection legalisation
  - v. Constitute negligent advice or contain any negligent statement
  - vi. Constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity
  - vii. Be in contempt of any court or in breach of any court order
  - viii. Be in breach of racial or religious hatred or discrimination legislation
  - ix. Be blasphemous
  - x. Be in breach if official secrets legislation
  - xi. Be in breach of any contractual obligation owned to any person
  - xii. Depict violence in an explicit graphic or gratuitous manner

xiii. Be pornographic lewd, suggestive or sexually explicit

xiv. Be under false inaccurate or misleading

#### **8. Refund and Cancellation**

- a. We are not providing any kind of Refund / Cancellation on any kind of transactions done online by our customers.

#### **9. Pricing in INR**

- a. We are collecting money in Indian Rupees (INR) only

#### **10. Product and Service**

- a. We as a club is a registered company under the companies Act 1956 and providing various services to our member.