

# **Nidana Heights User (*Visitor and Member*) Terms & Conditions**

## **(Membership Criteria)**

**What is a user to us:** A person who use and participate in all kind of services and activities of Nidana Heights; from various conversation platforms, commenting on any section to copying, downloading or uploading any of web content from or on [www.nidanaheights.com](http://www.nidanaheights.com). Below is the list of rules and guidance to be followed, considered or taken care by a user while using [www.nidanaheights.com](http://www.nidanaheights.com) :

### **Terms & Conditions:**

All information and services displayed on the Nidana Heights website constitute an “invitation to participation”. Your request constitutes your participation offer, which shall be subject to the terms & conditions as listed below. All the terms & conditions form an Agreement regulating our relationship with regard to use of all kind of Nidana Heights information and services. All the terms and conditions must be read very carefully. If you do not agree to any of the terms and conditions, you should not use this service. Your use of this Site shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions. By using this facility, you accept that this will form a legal binding agreement between you and Nidana Heights.

### **Definitions:**

"Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexures, Privacy Policy, and will include the references to this Agreement as amended, supplemented, varied or replaced from time to time.

"User"/ "You" means and includes you and/or any person or an entity including using or accessing the services provided on this Site.

"Site" means the online activities of Nidana Heights, which provides a venue to its users to use the information/services listed on [www.nidanaheights.com](http://www.nidanaheights.com).

### **Eligibility:**

You represent and warrant that you are competent and eligible to enter into legally binding agreement and have the requisite authority to bind the other party to this Agreement. You shall not use this Site if you are not competent to contract under the applicable laws, rules and regulations.

### **Modification of Terms and conditions of Service:**

Nidana Heights may at any time modify the terms and conditions without any prior notification to you. You can access the latest version of the Terms at any given time. You should regularly \review the Terms. In the event wherein the modified terms are not acceptable to you, you should discontinue using the service.

However, if you continue to use the service you agree to accept and abide by the modified Terms. Your use of the Site after any amendment to the Terms of Use shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions.

### **Electronic Communication**

When you visit [www.nidanaheights.com](http://www.nidanaheights.com) or send e-mails to us or give us your feedback, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Registration and Content Details Terms:**

To avail of and use the Services you will have to register with Nidana Heights with detail of your information like email-id, name, mob/Tele No, date of birth etc. and then you have the option to submit the Registration form. As a part of registration process you agree to provide minimum registration details asked. You agree, understand and confirm that the registration details provided by you for availing of services offered by Nidana Heights will be correct and accurate and you shall not use the fake registration details, which are not lawfully owned by you. You represent that you have valid rights and title in any and all Contents details that you submit on the Site, that you have not infringed on any right over the same belonging to any party and further that you will indemnify Nidana Heights for all claims arising out of any content/registration details that you post on the Site. You further agree and undertake to provide the correct and valid details to Nidana Heights. Nidana Heights will not be liable for any content or details fraud posted on site or provided by you. The liability to use content will be on the user and the onus to 'prove otherwise' shall be exclusively on the user.

You acknowledge and agree that Nidana Heights may preserve your Content and Registration details and the said information will not be utilized and shared or disclosed by Nidana Heights with any third party unless required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- (a) comply with legal process, law, regulation or court order;
- (b) enforce the Terms and Conditions of this agreement;
- (c) respond to claims that any Content/ Registration details violates the rights of third-parties;
- (d) respond to your requests for Site services.

### **Relationship**

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

### **Governing Law and Jurisdiction**

This agreement and the relationship between you and Nidana Heights is governed and construed in accordance with the Laws of India without regard to its conflict of law provisions. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Jind, Haryana, India, in all disputes arising out of or relating to the use of the sites/services.

### **Settlement of Disputes**

Without prejudice to any provisions in the terms and conditions herein, any dispute or difference arising out of or touching this agreement shall be settled amicably in the First instance. Unresolved disputes or differences shall be referred to a Sole Arbitrator to be appointed /nominated by Nidana Heights. The Seat of arbitration shall be at Jind or at the sole discretion of the Nidana Heights.

**Force Majeure**

Nidana Heights shall have no liability to you for any interruption or delay in access to the Site AND service irrespective of the nature of the cause.

**Waiver and Severability**

The failure of Nidana Heights to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

**Indemnity**

You shall indemnify and hold harmless Nidana Heights and its respective admin, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these terms and conditions.

**Acceptance of Privacy Policy**

By using Nidana Heights's sites and services, you signify your acceptance of its 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 Nidana Heights site. We reserve the right, to modify this Privacy Statement at any time.

**Entire Agreement**

These Terms of Service constitute the entire agreement between the users/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.

**Member Rights and Content Protection Criteria:**

User him/herself is responsible for his/her generated content of site and is liable to provide references to any such objectionable content posted on site against any sex, race, caste, religion or otherwise defined social groups; so please avoid posting such comment or material which could violate other member rights and compel Nidana Height to terminate your membership.

Nidana Heights just provide a platform to give digital words and expressions to your thoughts and views; Nidana Heights holds no responsibility for its output or public response that will solely be yours.

User is requested not to use intentionally or unintentionally any kind of targeting, abusive or mean language against any identity (sex, race, caste, religion or otherwise defined social groups), individual personality or website member in any form. Any such objectionable effort or content (textual, photo, image, and video and external web link) will be blocked/deleted/terminated with immediate action.