

*Date on which this agreement was last revised: 30 June 2017*

## **SudhirLawReview.com Terms of Use**

1. This website is owned and managed by Abhishek Sudhir, s/o Sudhir Baba Chellappa, having his place of business at #257, 17<sup>th</sup> Cross, 8<sup>th</sup> Main, Sadashivnagar, Bangalore 560080, Karnataka, India. This Terms of Use Agreement (“the Agreement”) describes the terms and conditions applicable to your use of the website [www.sudhirlawreview.com](http://www.sudhirlawreview.com) (“the Site”). You have entered into this Agreement as “the User” of the Site, and Abhishek Sudhir has entered into this Agreement as “the Owner” of the Site.
2. Any person employed by or representing a legal or business entity or university or educational institution under actual or apparent authority, can only use and access this site in a personal capacity.

## **Application and Acceptance of Terms and Conditions**

3. For the purposes of this Agreement, “the User” is any person who accesses the Site regardless of whether said person has registered on the Site as a registered User or not. In this Agreement, you are referred to as “the User” or as “you”, as the context may require.
4. By accessing or using the Site, you hereby agree to accept the terms and conditions set forth in this Agreement as the User. You shall be bound by the terms and conditions of this Agreement with respect to your access to or use of the Site, and any further upgrade, modification, addition, or change to the Site. If you do not accept all of the terms and conditions of this Agreement, then you should not access or use the Site.
5. The Agreement is applicable to the Site as a whole. However, certain sections of the Site may set out additional terms and conditions applicable to the User, which will be notified separately in such sections. Under no circumstances shall the provisions of such additional terms and conditions notified in such sections prevail over this Agreement.
6. This Agreement may only be modified by Abhishek Sudhir or his authorised representative. Abhishek Sudhir or his authorised representative may amend this Agreement at any time by posting the amended and restated Agreement on the Site. Such amended and restated Agreement shall bind you and Abhishek Sudhir immediately upon posting. The last revision date of the Agreement shall be mentioned at the beginning of the Agreement. The posting by Abhishek Sudhir or his authorised representative of the amended and restated Agreement and your continued use of the Site shall be deemed to be acceptance of the amended terms.

7. Access to some parts of the Site and some of its features are provided to the User free of charge on a “free trial” basis, the duration of which shall be intimated to the User at the time of registration. Abhishek Sudhir reserves the right to restrict access to any areas or features of the Site during the “free trial” period, or alter the duration of the “free trial” period without prior notice to the User. Each User is entitled to only one “free trial” period in his or her individual capacity and Abhishek Sudhir reserves the right to immediately discontinue providing access to the site on a “free trial” basis without prior notice to the User, including but not limited to situations where it is discovered that the User has already availed of a free trial by using a different email address, Gmail account or social media login to register on the Site previously. An email address, Gmail account or social media account used to register on the site will be subject to vetting and if any email address, Gmail account or social media login associated with the User’s registration fails this vetting process, Abhishek Sudhir reserves the right to discontinue providing access to the site on a “free trial” basis without prior notice to the User and cancel the User’s registration and ban the User from using the site indefinitely. Any violation of the terms of the Agreement during the “free trial” period or otherwise by you will lead to the cancellation of the free trial period, with Abhishek Sudhir reserving the right to cancel the User registration and ban the User from using the site indefinitely.
8. You may use this Site solely for non-commercial purposes. You agree that you shall not copy, reproduce or download any information, text, PowerPoint slides, images, video clips, directories, files, databases or listings available on or through the Site (hereinafter referred to as “sudhirlawreview.com Content”) for the purpose of re-selling or re-distributing, mass mailing (via emails, wireless text messages, physical mail or otherwise), operating a business that competes with the Site, or otherwise commercially exploiting the sudhirlawreview.com Content. Systematic retrieval of sudhirlawreview.com Content from this Site to create or compile, directly or indirectly, a collection, database or directory or any such compilation (whether through bots, spiders, automatic devices, or manual processes) without prior written permission from Abhishek Sudhir is prohibited. In addition, use of sudhirlawreview.com Content or materials for any purpose not expressly permitted in this Agreement is prohibited.
9. Some of the sudhirlawreview.com Content displayed on this Site is provided or posted by third parties or other Users of the Site (“Third Party Content”). Abhishek Sudhir is not the author of Third-Party Content, whether contributed by Users or paid content providers, unless otherwise expressly provided. Any Third Party Content that is not owned by Abhishek Sudhir is the sole responsibility of the party who provides the content. Abhishek Sudhir is not responsible for the accuracy, propriety, lawfulness, or truthfulness of any Third Party Content, and shall not be liable to any Users in connection with such User’s reliance on such Third Party Content.

10. Abhishek Sudhir is not responsible for the conduct of the User's activities on the Site, and shall not be liable to any person in connection with any damage suffered by any person as a result of the User's conduct.
11. Abhishek Sudhir may allow you access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such Third Party's web site. You are cautioned to read such sites' terms and conditions and privacy policies, before using such sites. You acknowledge that sudhirlawreview.com has no control over such third party's web site, does not monitor such sites, and shall not be held responsible or liable to anyone for such web site, or any content, products or services made available on such a website.
12. You shall not undertake any scheme to undermine the integrity of the computer systems or networks used by the Site or Abhishek Sudhir or Abhishek Sudhir's authorised representatives, and you shall not attempt to gain unauthorised access to such computer systems or networks.
13. Please refer to the Site's Privacy Policy Statement (paragraph 33), to understand the protection and use of each User's information in the possession of the Site's owner and/or its managers. You hereby accept the Privacy Policy and any updates and amendments thereto. You acknowledge that Abhishek Sudhir may change the Privacy Policy from time to time, provided that Abhishek Sudhir shall make available the updated version of the Privacy Policy on the Site at all times. Continued usage of the Site by you after such amendment shall be deemed to be your acceptance of the Privacy Policy.
14. As a condition of your access to and use of the Site, you agree that you will not use the Site to infringe the intellectual property rights or other legitimate rights of others in any way. Abhishek Sudhir will, under appropriate circumstances, terminate the accounts of Users who are infringers of the copyrights, or other intellectual property rights, or other legitimate rights of others. In addition, Abhishek Sudhir reserves the right to terminate the account of any User upon a single infringement of the rights of other users in conjunction with use of the Site, or if Abhishek Sudhir believes that the User's conduct is harmful to the interests of the Site or other Users, or for any other reason in Abhishek Sudhir's sole discretion, with or without cause.
15. Abhishek Sudhir and the Users are independent contractors, and no agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.
16. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

17. Abhishek Sudhir's failure to enforce any right or failure to act with respect to any breach by a User under this Agreement will not waive that right, nor will it constitute a waiver of Abhishek Sudhir's right to act with respect to subsequent or similar breaches.
18. Abhishek Sudhir shall have the right to assign this Agreement to any person or entity. The User may not assign, in whole or part, this Agreement to any person or entity.
19. This Agreement shall be governed by the laws of the Republic of India with regard to its conflict of law provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts in Bangalore, India.
20. Only the User given express permission to administer a Page may administer such Page on the Site. Abhishek Sudhir reserves the right to block access to the Site if it suspects misuse of the administrator rights for a page.
21. Certain sections of the Site allow you to post information in the form of topics, comments and other such similar options. You, by availing such facility on the Site, expressly agree to comply with the provisions of Para 22 in relation to any or all such posts on the site.
22. You hereby represent, warrant and agree that information submitted for display on the Site shall not:
  - Contain fraudulent information, or otherwise promote other illegal activities;
  - Be part of a scheme to defraud other Users of the Site or for any other unlawful purpose;
  - Relate to services that infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right or rights of publicity or privacy, or any other Third Party Rights;
  - Impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
  - Violate any applicable law, statute, ordinance or regulation;
  - Be defamatory, libellous, unlawfully threatening or unlawfully harassing;
  - Be obscene or contain or infer any pornography or illegal merchandising or any other content or otherwise promotes sexually explicit materials or is otherwise harmful to minors;
  - Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - Contain any material that constitutes unauthorised advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation;

- Solicit business from any Users in connection with a commercial activity that competes with the Site;
  - Contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
  - Link directly or indirectly to or include descriptions of goods or services or other materials that violate any law or regulation or are prohibited under this Agreement;
  - Otherwise create any liability for Abhishek Sudhir and/or sudhirlawreview.com.
23. Abhishek Sudhir will try to keep the site “live”, bug-free and safe, but you use sudhirlawreview.com at your own risk.
24. Abhishek Sudhir reserves the right in his sole discretion to remove any material displayed on the Site which he reasonably believes is unlawful, could subject him to liability, violates this Agreement or is otherwise found inappropriate in his opinion. Abhishek Sudhir reserves the right to cooperate fully with governmental authorities, private investigators and injured third parties in the investigation of any suspected criminal or civil wrongdoing. Furthermore, Abhishek Sudhir may disclose your identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena/summons or other legal action, and he shall not be liable for damages or results thereof and you agree not to bring any action or claim against him for such disclosure. In connection with any of the foregoing, Abhishek Sudhir may suspend or terminate your registration as he deems appropriate in his sole discretion. You agree that Abhishek Sudhir shall not be liable to you, including no liability for consequential or any other damages, in the event he takes any of the actions mentioned in this clause, and that you agree to bear the risk that he may take such actions.

## **Liability**

25. Any material downloaded or otherwise obtained through the Site, is done at your sole discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Abhishek Sudhir or through or from the Site shall create any warranty not expressly stated herein.
26. Under no circumstances shall Abhishek Sudhir be held liable for an delay or failure or disruption to the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

27. You hereby agree to indemnify, and hold harmless, Abhishek Sudhir and his authorised representatives from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from your use of the Site (including but not limited to the display of your information on the Site) or from its breach, of any of the terms and conditions of this Agreement, of any representations and warranties made by you to Abhishek Sudhir, of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Site.
28. Abhishek Sudhir shall not be liable for any special, direct, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort or otherwise or any other damages resulting from the use or the inability to use the site including, but not limited to, statements or conduct of any User of the Site.

### **Intellectual Property Rights**

29. Abhishek Sudhir is the sole owner or lawful licensee of all the rights to the Site and the sudhirlawreview.com Content. The Site and sudhirlawreview.com Content embody trade secrets and intellectual property rights protected under copyright laws in India and internationally. All title, ownership and intellectual property rights in the Site and sudhirlawreview.com Content shall remain with Abhishek Sudhir. All rights not otherwise claimed under this Agreement or by Abhishek Sudhir are hereby reserved.
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### **Notices**

31. All notices or demands to or upon Abhishek Sudhir in his capacity as the Owner shall be effective if in writing and shall be duly made when sent to Abhishek Sudhir by registered post to the following address: #257, 17th Cross, 8th Main, Sadashivnagar, Bangalore 560080, Karnataka, India.
32. Notices or demands to or upon the User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Abhishek Sudhir, or by posting such notice or demand on an area of the Site that is publicly accessible without a charge or accessible to the User. Notice to the User shall be deemed to be

received by the User if and when Abhishek Sudhir is able to demonstrate that the communication, whether in physical or electronic form, has been sent to the User, or upon Abhishek Sudhir's posting such notice on an area of the Site that is publicly accessible without charge or accessible to the User.

### **Privacy Policy**

33. On registration, you provide Abhishek Sudhir with information such as name, gender, location and other fields mentioned in your registration profile. You grant Abhishek Sudhir permission to utilise such information for the internal improvement of Site mechanics in any manner that Abhishek Sudhir feels is appropriate to enhance User experience on the Site and for the purposes of marketing.

### **Refund Policy**

34. Sudhirlawreview.com does not have a refund policy. If for whatever reason you have any complaints, or are dissatisfied in any manner with the sudhirlawreview.com Content, please send an email to [team@sudhirlawreview.com](mailto:team@sudhirlawreview.com).