

## **Terms & Conditions**

### **User Agreement**

#### **A. INFORMATION SUPPLIED BY USERS**

##### **Registration data:**

These Terms of Use govern your use of the websites, content and community services offered through <https://www.flirtwithyourcity.com> ,any mobile or internet connected device or otherwise (the "the Service").

These terms of use (Terms) constitute a legally binding agreement between you and the Company regarding your use of the Site and any services offered by the company including but not limited to delivery of content via the Site, any mobile or internet connected device or otherwise (the "the Service"). By accessing the Site or Service and/or by clicking "I agree", you agree to be bound by these Terms. You hereby represent and warrant to the Company that you are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these Terms and that you agree to be bound by the following terms and conditions. While individuals under the age of 18 may utilize the Service of the site, they shall do so only with the involvement & guidance of their parents and / or legal guardians, under such Parent /Legal guardian's registered account. You agree to register prior to uploading any content and / or comment and any other use or services of this site and provide your details including but not limited to complete name, age, email address, residential address, contact number.

Definition of "User" or "You": means any person who access or avail this site of the Company for the purpose of hosting, publishing, sharing, transacting, displaying or uploading information or views and includes other persons jointly participating in using the site of the Company.

BCCL may add to or change or update these Terms of Use, from time to time entirely at its own discretion. You are responsible for checking these Terms of Use periodically to remain in compliance with these terms. Your use of a 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.

##### **Changes**

BCCL reserves the right to suspend / cancel, or discontinue any or all channels, products or service at any time without notice , make modifications and alterations in any or all of the content, products and services contained on the site without prior notice. Such changes will be posted to <https://www.flirtwithyourcity.com> for your reference and convenience so as to enable you to understand your responsibility as a user.

##### **Copyright and Trademarks**

Unless otherwise stated, copyright and all intellectual property rights in all material presented on the site (including but not limited to text, audio, video or graphical images), trademarks and logos appearing on this site are the property of Bennett, Coleman & Company Limited, its parent, affiliates and associates and are protected under applicable Indian laws. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of BCCL; or remove, conceal or obliterate any copyright or other proprietary notice or any credit-line or date-line on other mark or source identifier included on the Site / Service, including without limitation, the size,

color, location or style of all proprietary marks. Any infringement shall be vigorously defended and pursued to the fullest extent permitted by law.

### **Limited Permission to Copy**

BCCL grants you permission to only access and make personal use of the Site and You agree not to, directly or indirectly download or modify / alter / change / amend / vary / transform / revise / translate / copy / publish / distribute or otherwise disseminate any content on BCCL's Site / Service, or any portion of it; or delete or fail to display any promotional taglines included in the Site / Service either directly or indirectly, except with the express consent of BCCL. However, you may print or download extracts from these pages for your personal / individual, non-commercial use only. You must not retain any copies of these pages saved to disk or to any other storage medium except for the purposes of using the same for subsequent viewing purposes or to print extracts for personal / individual use.

BCCL forbids you from any attempts to resell or put to commercial use any part of the Site; any collection and use of any product listings, descriptions, or prices; any derivative use of the Site or its contents; any downloading or copying of account information for the benefit of any other merchant; any renting, leasing, or otherwise transferring rights to the Site / Service; displaying the name, logo, trademark or other identifier of another person (except for indiatimes.com or you) in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the Service on the Site, or any data gathering or extraction tools; or any use of meta tags. You may not (whether directly or through the use of any software program) create a database in electronic or structured manual form by regularly or systematically downloading and storing all or any part of the pages from this site.

No part of the Site may be reproduced or transmitted to or stored in any other web site, nor may any of its pages or part thereof be disseminated in any electronic or non-electronic form, nor included in any public or private electronic retrieval system or service without prior written permission.

### **Individual Registration, Access and Exchange of Information**

For the purpose of the campaign, registration by the visitor is required. To register for these services you have to open an account by completing the registration process (i.e. by providing us with current, complete and accurate information as prompted by the applicable registration form). You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. By registering, you agree to the following terms in addition to any other specific terms which shall be posted at an appropriate location of the Site. Each registration is for a single individual user only.

To access these services, you will be asked to enter your individual User Name and Password, as chosen by you during your registration. Therefore, we do not permit any of the following:- Any other person sharing your account and Password; Any part of the Site being cached in proxy servers and accessed by individuals who have not registered with BCCL as users of the Site; or Access through a single account and Password being made available to multiple users on a network.

If BCCL reasonably believe that an account and Password is being used / misused in any manner, BCCL shall reserve the right to cancel access rights immediately without notice, and block access to all users from that IP address.

Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify BCCL immediately of any unauthorized use of your account or any other breach of security. BCCL will not be liable for any loss that you may incur as a result of someone else using your password or account. However, you could be held liable for losses incurred by BCCL or another party due to someone else using your account or password.

### **No unlawful or prohibited use**

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any BCCL's server, or the network(s) connected to any BCCL server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

### **Material Posted/transmitted at BCCL's Site**

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly or privately transmitted / posted, is the sole responsibility of the person from where such content is originated (the Originator). By Posting any material which contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of limitation, the distribution, public display and reproduction of such Images.

You represent that you have valid rights and title in any and all Content/Images that you submit on the Site, that you have not infringed on any IPR belonging to any party and further that you will indemnify BCCL or its affiliates for all claims arising out of any content that you post on the Site.

Posting/uploading of any information or material, which is harmful, defamatory, obscene, pornographic, libelous, invasive of another's privacy, profane, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner is prohibited and any person found to be involved in such activity on this website will solely be liable for actions under the applicable laws.

BCCL accepts no responsibility for the said Content / Images. However, you understand that all Content / Images posted by you becomes the property of BCCL and you agree to grant/assign to BCCL and its affiliates, a non-exclusive, royalty free, perpetual, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content / Images (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed throughout the world".

## **Prohibited Activities**

You shall not host, display, upload, modify, publish, transmit, update or share any information on the Site, that —

- a) Belongs to another person and to which you do not have any right to;
- b) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- c) Harm minors in any way;
- d) Infringes any patent, trademark, copyright or other proprietary rights;
- e) Violates any law for the time being in force;
- f) Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- g) Impersonate another person
- h) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- i) Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

Any Content uploaded by you shall be subject to relevant laws and may disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site, we may terminate your account/block your access to the Site and we reserve the right to remove any non-compliant Content uploaded by you.

Any Content and or comment uploaded by you, shall be subject to relevant Indian laws and may be disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site, the Company shall have the right to immediately terminate/block your access and usage of the Site and the Company shall have the right to immediately remove any non-compliant Content and or comment, uploaded by you and shall further have the right to take recourse to such remedies as would be available to the Company under the applicable laws.

## **Grievance Redressal**

Grievance Redressal Mail – [flirtwithyourcity@timesgroup.com](mailto:flirtwithyourcity@timesgroup.com)

The company shall not be responsible for any communication, if addressed, to any non-designated person in this regard.

## **Limitations of Liabilities**

Under No circumstances will BCCL be held responsible or liable, in any way, for any content which in Legal opinion is derogatory, threatening, defamatory, obscene or offensive or offends public sensibilities or morals and shall also not assume liability for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted or uploaded on the Site, or any infringement of another's rights, including intellectual property rights. You specifically agree that BCCL is not responsible for any content sent using and/or included in BCCL's site/service by any third party.

## **Termination of Account**

BCCL reserves its right to refuse service, restrict, suspend, terminate your account; (Terminate this Agreement; Terminate or suspend your access to the BCCL's Web Sites; Refuse, move or remove for any reason any Content / Image that you submit on or through the Services; Refuse, move, or remove any Content / Image that is available on or through the Services; Deactivate or delete your accounts and all related information and files in your account; Establish general practices and limits concerning use of the Services) at any time and, remove or edit contents or cancel orders (entered by you) in its sole discretion with or without cause, and with or without any prior notice for any violation of the Terms of Use. Upon such termination or suspension, your right to use the BCCL's Web Sites will immediately cease.

You can also terminate your account at any time by intimating the same to the "Grievance Officer" but your information may remain stored in archive on our servers even after the deletion or the termination of your account.

## **User Conduct and Obligations**

You hereby agree and assure BCCL that the Site/Services shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws. You further concur that you will not, through Site/Service:

1. post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus trojan horses, time bombs, bots, botnets, malicious content, content theft, data manipulation, threats or any other harmful programs or elements or component;
2. delete from the Site any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify;
3. not use the Site / Service in any manner that could damage, disable, overburden, or impair and not to undertake any action which is harmful or potentially harmful to any BCCL's server, or the network(s), computer systems / resource connected to any BCCL server, or interfere with any other party's use and enjoyment of the Site/Service;

4. obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site/Service;
5. engage in any activity that causes / may harm minors; or
6. perform any activity which is likely to cause such harm;
7. impersonate any person or entity, including, but not limited to, BCCL's official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
8. take any action which encourages or consists of any threat of harm of any kind to any person or property;
9. carry out any "denial of service" (DoS, DDoS) or any other harmful attacks on application or internet service or;
10. make any inappropriate, illegal or otherwise prohibited communication to any Newsgroup, Mailing List, Chat Facility, or other Internet Forum;
11. use the Site/Service for illegal purposes;
12. disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to any BCCL website or the website of any BCCL's customer;
13. transmit through the Site, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable material of any kind or nature. This includes text, graphics, video, programs or audio, etc.;
14. collect or attempt to collect personally identifiable information of any person or entity without their express written consent and you shall maintain records of any such written consent throughout the terms of this agreement and for a period of 2 years thereafter;
15. engage in antisocial, disruptive, or destructive acts, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet
16. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site.
17. upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," duplicative messages or any other form of solicitation.
18. encumber or suffer to exist any lien or security interest on the subject matter of this Agreement;  
or
19. make any representation or warranty on behalf of BCCL. You agree not to post, distribute, transmit or otherwise make available any data, text, message, computer file, or other material that infringes and/or violates any right of a third party or any domestic or international law, rule, or regulation, including but not limited to:

20. infringement of any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;

21. right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity;

22. any confidentiality obligation

Unless otherwise permitted, you will: (i) display the Service on your Site in the exact form received by you, and not modify or edit any of the foregoing without BCCL's prior written consent; (ii) ensure that the fundamental meaning of the Service is not changed or distorted; (iii) comply with all applicable laws and all limitations and restrictions (if any) placed by BCCL on the use, display or distribution of any Service and (iv) not archive any of the Service for access by users at any future date after the Service has been removed from your Web site. You acknowledge that the service must link and redirect to the appropriate BCCL's Web page when a user clicks on the Service (e.g. a headline). You shall not display the Service in such a manner that does not allow for successful linking and redirection to, and delivery of, BCCL's Web page, nor may you frame any BCCL's Web page.

#### **No Controlling Spam Policy or Unsolicited E-mails**

You will not use any communication tool or other means available on the Site to transmit, directly or indirectly, any unsolicited bulk communications (including emails and instant messages). BCCL will not sell, lease or rent its e-mail subscriber lists to third parties. You may not harvest information about users of BCCL for the purpose of sending or to facilitate the sending of unsolicited bulk communications. We may terminate your access or use of the Site immediately, with or without any notice, and take any other legal action if you, or anyone using your access details to the Site, violates these terms. We may adopt any technical remedy (including any filtering technology or other measures) to prevent unsolicited bulk communications from entering, utilizing or remaining within our computer or communication networks. Such filtering technology or other measures may block, either temporarily or permanently, some e-mail sent to you through the BCCL's Web Sites.

#### **Disclaimer of Warranties and Liability**

All warranties without limitation, the implied warranties of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement are disclaimed and excluded.

BCCL and its parent, affiliates and associates shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages (including, without limitation, damages for loss of business projects, damage to your computer system or damages for loss of profits, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the BCCL's sites/services, with the delay or inability to use the BCCL's sites/services or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the BCCL sites/services, or otherwise arising out of the use of the BCCL sites/services) arising in contract, tort or otherwise from the use of or inability to use the Site, or any of its contents, or from any act or omissions a result of using the Site or any such contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the site, shutting down of

the whole or part of the Indiatimes Mail Services that might result in any loss of information, non retrieval or loss of data, or arising out of the inability to use any services.

### **Links to Other Sites**

All the contents of this Site are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Any specific advice or replies to queries in any part of the Site is/are the personal opinion of such experts/consultants/persons and are not subscribed to by this Site. The information from or through this site is provided on "AS IS" basis, and all warranties and conditions, expressed or implied of any kind, regarding any matter pertaining to any goods, service or channel, including without Certain links on the Site lead to resources located on servers maintained by third parties, these sites of third party(s) may contain BCCL's-logo, please understand that it is independent from BCCL, over whom BCCL has no control or connection, business or otherwise as these sites are external to BCCL. You agree and understand that by visiting such sites you are beyond the BCCL's website. BCCL, therefore neither endorses nor offers any judgement or warranty and accepts no responsibility or liability for the authenticity, availability, suitability, reliability, accuracy of the information, software, products, services and related graphics contained, of any of the goods/services/or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visit and/or transaction/s on these site(s), as the same is provided on "as is" without warranty of any kind. BCCL gives no warranty and makes no representation whether expressed or implied, that the information contained in this site is error free. BCCL shall not be responsible nor liable for any consequential damages arising on account of your relying on the contents of the advertisement. Before relying on the material, users should independently verify its relevance for their purposes, and should obtain any appropriate professional advice.

### **Material Submitted by Users**

Certain elements of the Site will contain material submitted by users. BCCL accepts no responsibility for the content, accuracy, conformity to applicable laws of such material. You will indemnify and hold harmless BCCL against all third party claims, demands and actions brought against BCCL which arises from or relates to the material submitted by you.

### **Advertising Material**

Part of the Site contains advertising information or promotion material or other material submitted to BCCL by third parties. Responsibility for ensuring that material submitted for inclusion on Site complies with applicable International and National law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of, advertisers other than BCCL found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. BCCL will not be responsible or liable for any claim, error, omission, inaccuracy in advertising material or any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-BCCL advertisers on the Website. BCCL reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the Site will be subject to these terms and conditions.

## **Data Protection**

BCCL may send information and offer products and services to you from time to time. For further details relating to our policy relating to such offer please refer to our privacy statement. Notwithstanding the foregoing, BCCL reserves the right to disclose any information in response to / that it is required to be shared, disclosed or made made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to BCCL.

Further, BCCL can (and you authorize BCCL to) disclose your name, street address, city, state, zip code, country, phone number, email, and company name to Intellectual Property right's owners, as we in our sole discretion believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

## **Relationship**

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

## **Force Majeure**

BCCL shall have no liability to you for any interruption or delay, to access the Site irrespective of the cause.

## **Indian Law**

The Agreement shall be governed by the Laws of India. The Courts of law at Mumbai shall have exclusive jurisdiction over any disputes arising under this agreement.

## **Entire Agreement**

These Terms of Service constitute the entire agreement between the 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.

## **Acceptance of Privacy Policy**

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

## **General Terms**

Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms.

Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement.

If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that

accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

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