

Terms & Conditions

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No reliance on information

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Linking to our site

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation. You may not frame or deep link this website. The website from which you are linking must comply in all respects with applicable laws. You must not establish a link in such a manner that suggests endorsement, association or approval on our part where none exists.

Termination

We reserve the right to change, edit, suspend, delete and/or cancel any part of the website (and/or your access to it) at any time with or without notice to you. On termination of these Terms for any reason: (a) all rights granted to you under these Terms will immediately cease all activities authorized by these Terms; and (c) you acknowledge that we may restrict your access to the website. When your use of the website ceases, any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

Other Important Terms

We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or obligations under these Terms. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce any of our rights against you, or if we delay in doing so, that will not mean that we have waived any of our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect. Other than as expressly set out in these Terms, no third party is intended to have any right or ability to enforce any of the provisions of these Terms. These Terms constitute the entire agreement and understanding between you and us relating to the subject matter of these Terms and supersede any prior agreement or understanding between you and us relating to the subject matter of these Terms. You acknowledge that you have not entered into these Terms in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms (other than in respect of any fraudulent misrepresentation). The courts of India will have exclusive jurisdiction.

Permitted use and restrictions

Subject to you agreeing to abide by these Terms, we grant you the right and access to use our website. We reserve all other rights which are not granted in these Terms. We may revoke the permission and/or rights granted in these Terms at any time without notice and with or without cause. You must not use the website: (a) in any unlawful manner, for any unlawful purpose or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses or harmful data, into the website or any operating system used by the website; (b) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; (c) to collect or harvest any information or data from the website or our systems or attempt to decipher any transmissions to or from the servers running the website; (d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms; or (e) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam). You may not carry out any data mining or similar data gathering or extraction methods on the website.

Privacy

For details regarding how we use personal information, see our Privacy Policy. Disclaimer and limitation of liability We will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Use of, or inability to use, our site; or
- Use of or reliance on any content displayed on our site

If you are a business user, please note that in particular, we will not be liable for:

- Loss of profits, sales, business, or revenue;
- Business interruption;
- Loss of business opportunity, goodwill or reputation; or
- Any indirect or consequential loss or damage.

Nothing in these Terms will limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by applicable law. We provide the website on an "as is" and "as available" basis. We make no guarantee that the website will be uninterrupted, error free, or free from viruses or other harmful components. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms, which may apply to the website, whether express or implied.

Indemnity

You agree to compensate and hold us, our affiliates and each of our directors, officers, agents, contractors, partners and employees, harmless from any loss, liability, claim or demand, including reasonable legal fees, made by any third party due to or arising out of your use of the website and/or arising from a breach of these Terms.

Communication between us

If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us by e-mail using the contact details given at the bottom of these Terms. If we have to contact you or give you notice in writing, we will do so by e-mail using the contact details you provide to us.

Changes in Terms and/or service

We reserve the right to change, modify, add, or remove all or a part of these conditions and guidelines. If you continue to use the site after we have posted changes to the terms, it means you have accepted those terms as well. You agree to indemnify, defend and hold www.thefootprints.one harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions of Use, or the foregoing representations, warranties and covenants.