



## **Terms of Service**

**Please read the following agreement carefully before using this website or any service thereunder**

**YOUR ACCESS TO OR USE OF THE HOLY DROPS YELLOW PAGES SERVICES AND/OR HOLY DROPS YELLOW PAGES WEBSITE (AS DEFINED BELOW) CONSTITUTES YOUR ACCEPTANCE OF ALL THE PROVISIONS OF THESE TERMS OF SERVICE.**

**IF YOU ARE UNWILLING TO BE BOUND BY THESE TERMS OF SERVICE, DO NOT ACCESS OR USE THE HOLY DROPS YELLOW PAGES SERVICES AND/OR HOLY DROPS YELLOW PAGES WEBSITE.**

By using the HOLY DROPS Yellow Pages Services (as defined below) which are owned and operated by HOLY DROPS ("HOLY DROPS") and by accessing the HOLY DROPS Yellow Pages Site located at <http://www.holydrops.com>, and all linked pages owned and operated by HOLY DROPS (the "HOLY DROPS Yellow Pages Site"), you agree to be bound by these terms of service, as well as any other guidelines, rules and additional terms referenced herein, and all such guidelines, terms and rules are hereby incorporated herein by this reference (collectively, "Terms of Service"). HOLY DROPS on-line services which are available at the HOLY DROPS Yellow Pages Site will, among other things, offers online local search service that helps buyers quickly and conveniently find businesses and establishments while helping sellers improve the effectiveness of their marketing spends and as a business, (collectively "HOLY DROPS Yellow Pages Services"). Visitors to the site, among other things, get a unique experience through a proprietary search technology and comprehensive local content and business, among other things, can reach their customers whenever and wherever they are looking for you using our robust and cost-effective service. These Terms of Service set out the legally binding terms with respect to your use of and our provision of the HOLY DROPS Yellow Pages Site and HOLY DROPS Yellow Pages Services. Please read these Terms of Service carefully.

### **1. Eligibility.**

You must be 18 or over, and otherwise also capable of entering into a binding contract in your jurisdiction to register as a member of HOLY DROPS Yellow Pages Site or use the HOLY DROPS Yellow Pages Site and/or HOLY DROPS Yellow Pages Services. If you are under the age of 18 or the applicable legal age in your jurisdiction, you can use the HOLY DROPS Yellow Pages Services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms of Service. If you do not qualify, do not use the Service. By using the HOLY DROPS Yellow Pages Site and/or HOLY DROPS Yellow Pages Services, you represent and warrant that you have the right, authority, competency and capacity to enter into these Terms of Service and to abide by all of the terms and conditions set forth herein.

### **2. Changes to the Agreement or the HOLY DROPS Yellow Pages Services.**

You agree and understand that these Terms of Service, the HOLY DROPS Yellow Pages Site and the HOLY DROPS Yellow Pages Services may be modified by HOLY DROPS at any time without prior notice, and such modifications will be effective upon HOLY DROPS's posting of the new terms and/or upon implementation of the new changes on the HOLY DROPS Yellow Pages Site or HOLY DROPS Yellow Pages Services. You agree to review the Terms of Service periodically so that you are aware of any modifications. Your continued use of the HOLY DROPS Yellow Pages Services after any modifications indicates your acceptance of the modified Terms of Service. Unless expressly stated otherwise by HOLY DROPS, any new features, new services, enhancements or modifications to the HOLY DROPS Yellow Pages Services implemented after your initial access to the Service shall be subject to these Terms of Service.

### **3. Registration and Security.**

In order to use or access some of the HOLY DROPS Yellow Pages Services, you may be required to register with HOLY DROPS Yellow Pages Site and to select a password and user name, which shall consist of an email address you own and use ("User ID"). If you register, you agree to provide HOLY DROPS with accurate, complete, and updated registration information and update and rectify the same from time to time. Failure to do so shall constitute a breach of these Terms of Service, which may result in immediate termination of your account. You may not:

- enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person, or,
- use as a User ID a name subject to any rights of a person other than yourself without appropriate authorization. HOLY DROPS reserves the right to refuse registration of, or cancel a User ID in its discretion. You shall be responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your User ID and password. Any User ID and password provided to you for your access to the HOLY DROPS Yellow Pages Services shall be for your personal use only. You agree to
  - immediately notify HOLY DROPS of any unauthorized use of your User ID or password, and
  - ensure that you exit from your account at the end of each session.

#### **4. Use of the Site/Services by Members.**

You may search the HOLY DROPS Yellow Pages Site database for religious listings, reviews and contact information. You may invite people you know to join HOLY DROPS Yellow Pages Site. You may download or copy the portions of the information, data, text, sound, photographs, graphics, video, messages and other materials available via the HOLY DROPS Yellow Pages Services ("Content"), and other items displayed on the HOLY DROPS Yellow Pages Site, for your own personal use, provided that you maintain all copyright and other notices contained in such Content. HOLY DROPS does not control the Content posted or provided by third parties via the HOLY DROPS Yellow Pages Services or HOLY DROPS Yellow Pages Site, including the content of any business and/or establishment, and does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the HOLY DROPS Yellow Pages Services you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will HOLY DROPS be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your posting or use of any Content. You are responsible for complying with all laws applicable to the Content you submit via the HOLY DROPS Yellow Pages Services. You agree that you must evaluate and bear all risks associated with the use or posting of any Content, including any reliance on the content, integrity, and accuracy of such Content.

#### **5. Restrictions on Rights to Use.**

You shall not (and you agree not to allow any third party to):

- modify, adapt, translate, or reverse engineer any portion of the HOLY DROPS Yellow Pages Site and/or HOLY DROPS Yellow Pages Services;
- remove any copyright, trademark or other proprietary rights notices contained in or on the HOLY DROPS Yellow Pages Site and/or HOLY DROPS Yellow Pages Services;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the HOLY DROPS Yellow Pages Site and/or HOLY DROPS Yellow Pages Services;
- collect any information about other users or members (including but not limited to usernames and/or email addresses) for any purpose;
- reformat or frame any portion of the web pages that are part of the HOLY DROPS Yellow Pages Site and/or HOLY DROPS Yellow Pages Services;
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit unwanted electronic communications such as "spam" to other users or members of the HOLY DROPS Yellow Pages Site and/or HOLY DROPS Yellow Pages Services or otherwise interfere with other user's or member's enjoyment of the HOLY DROPS Yellow Pages Site and/or HOLY DROPS Yellow Pages Services;
- submit any third party materials or Content without such third party's prior written consent;
- submit any Content or material that falsely express or imply that such Content or material is sponsored or endorsed by HOLY DROPS;
- submit any Content or material that infringes, misappropriates or violates the intellectual property, publicity, privacy or other proprietary rights of any party;
- transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature;
- use of the HOLY DROPS Yellow Pages Site or HOLY DROPS Yellow Pages Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene;
- copy or store any Content offered on the HOLY DROPS Yellow Pages Site for other than your own personal use and/or use the same for any other purpose (other than your own personal use) whether for commercial purposes or otherwise ;
- submit Content or materials that are unlawful or promote or encourage illegal activity;
- submit false or misleading information to HOLY DROPS or at HOLY DROPS Yellow Pages Site;
- take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;

- use the HOLY DROPS Yellow Pages Site and/ or HOLY DROPS Yellow Pages Services, intentionally or unintentionally, to violate any applicable local, state, national or international law; or
- collect or store personal data about other users in connection with the prohibited activities described in this paragraph.

## **6. Content Posted By You on the HOLY DROPS Yellow Pages Site.**

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

- You understand and agree that HOLY DROPS reserve its right (but has no obligation) to review and delete any Content, business or other listings, (including business name, address, phone, fax, distance, reviews, questions, answers, comments, plans, ideas, rating, reviews or like) that, in the sole judgment of HOLY DROPS, violates these Terms of Service or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of other users or members of the HOLY DROPS Yellow Pages Site and/or other website users.
- Notwithstanding anything to the contrary contained herein you are solely responsible for the any Content that you publish or display on the HOLY DROPS Yellow Pages Site or transmit to other members and/or other website users (hereinafter, "Posted Content").
- You agree that you will only post Content that you believe to be true and you will not purposely provide false or misleading information.
- By posting Posted Content on the HOLY DROPS Yellow Pages Site, you agree to and hereby do grant, and you represent and warrant that you have the right to grant, HOLY DROPS, its contractors, and the users of the HOLY DROPS Yellow Pages Site an irrevocable, perpetual, exclusive, royalty-free, fully sub-licensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Posted Content and to prepare derivative works of, or incorporate into other works, such Posted Content and to otherwise exploit the same for commercial or other purposes.
- The following is a partial list of the kind of Content and communications that are illegal or prohibited on/through the HOLY DROPS Yellow Pages Site. HOLY DROPS reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the HOLY DROPS Yellow Pages Services and terminating the membership of such violators or blocking your use of the HOLY DROPS Yellow Pages Services and/or HOLY DROPS Yellow Pages Site.
- You may not post Content that:
  - is false or intentionally misleading;
  - is patently offensive, such as Content or messages that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - harasses or advocates harassment of another person;
  - involves the transmission of unsolicited mass mailing or "spamming";
  - promotes illegal activities or conduct that is abusive;
  - is threatening, obscene, defamatory or libelous;
  - is pornographic or sexually explicit in nature; and
  - seeks or recommends providers of material that exploits people under the age of 18 in a sexual or violent manner, or seeks or recommends providers that solicit personal information from anyone under 18.
  - Otherwise illegal and/or immoral in any manner whatsoever.

## **7. Copyright Dispute Policy.**

HOLY DROPS has adopted the following general policy toward copyright infringement. The address of HOLY DROPS's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is provided at the bottom of this section.

- HOLY DROPS Policy. It is HOLY DROPS's policy to
  - block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, Content providers, members or users; and
  - remove and discontinue service to repeat offenders.
- Procedure for Reporting Copyright Infringements. If you believe that material or Content residing on or accessible through the HOLY DROPS Yellow Pages Site or Service infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below ("Proper Bona Fide Infringement Notification"):

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- Identification of works or materials being infringed;
- Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that HOLY DROPS is capable of finding and verifying its existence;
- Complete contact information about the notifier including address, telephone number and, if available, email address;
- A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
- Upon Receipt of a Bona Fide Infringement Notification. Once Proper Bona Fide Infringement Notification is received by the Designated Agent, it is HOLY DROPS's policy:
  - to remove or disable access to the infringing material;
  - to notify the Content provider, member or user that it has removed or disabled access to the material; and
  - that repeat offenders will have the infringing material removed from the system and that HOLY DROPS will terminate such Content provider's, member's or user's access to the service.

Procedure to Supply a Counter-Notice to the Designated Agent. If the Content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the Content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the Content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

- A physical or electronic signature of the Content provider, member or user;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- A statement that the Content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
- The Content provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the Court for the judicial district in which the Content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside India, for any judicial district in which HOLY DROPS is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

Removal. If a counter-notice is received by the Designated Agent, HOLY DROPS may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at HOLY DROPS's discretion. Please contact HOLY DROPS's Designated Agent to Receive Notification of Claimed Infringement at the following Email: [info@holydrops.com](mailto:info@holydrops.com)

## **8. Privity of Contract with you.**

If you enter into correspondence or engage in commercial transactions with third parties in connection with your use of the HOLY DROPS Yellow Pages Services, such activity is solely between you and the applicable third party. HOLY DROPS shall have no liability, obligation or responsibility for any such activity. You hereby release HOLY DROPS from all claims arising from such activity.

## **9. Privacy.**

Use of the HOLY DROPS Yellow Pages Site and/or the HOLY DROPS Yellow Pages Services is also governed by our Privacy Policy. To know more about our Privacy Policy click [here](#)

## **10. Term.**

These Terms of Service will remain in full force and effect while you use the HOLY DROPS Yellow Pages Site and/or HOLY DROPS Yellow Pages Services. Either Party may terminate these Terms of Service for any reason, at any time. Sections 9, 10, 11, 12, 13, 14 and 15 shall survive any termination or expiration of these Terms of Service.

## **11. Ownership.**

Except for the Content submitted by members or users, which are governed by the provisions contained elsewhere in this agreement, the HOLY DROPS Yellow Pages Services and all aspects thereof, including all copyrights, trademarks, and other intellectual property or proprietary rights therein, is owned by HOLY DROPS or its licensors. You acknowledge that the HOLY DROPS Yellow Pages Services and any underlying technology or software used in connection with the HOLY DROPS Yellow Pages Services contain HOLY DROPS's proprietary information. You may not modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, and/or materials available on the HOLY DROPS Yellow Pages Site, or HOLY DROPS Yellow Pages Services in whole or in part except as expressly provided in HOLY DROPS's policies and procedures made available via the HOLY DROPS Yellow Pages Services. Except as expressly and unambiguously provided herein, HOLY DROPS and its suppliers do not grant you any express or implied rights, and all rights in the HOLY DROPS Yellow Pages Services not expressly granted by HOLY DROPS to you are retained by HOLY DROPS.

## **12. Links to Third Party Sites**

The links in this site will allow you to leave HOLY DROPS Yellow Pages website. The linked sites are not under the control of HOLY DROPS and HOLY DROPS has not reviewed, nor approved these sites and is not responsible for the contents or omissions of any linked site or any links contained in a linked site. The inclusion of any linked site does not imply endorsement by HOLY DROPS of the site. Third party links to HOLY DROPS shall be governed by a separate agreement

## **13. Disclaimer.**

THE HOLY DROPS YELLOW PAGES SITE AND HOLY DROPS YELLOW PAGES SERVICE ARE PROVIDED BY HOLY DROPS ON AN "AS IS" BASIS. HOLY DROPS AND ITS LICENSORS AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO THE OPERATION OF THE HOLY DROPS YELLOW PAGES SITE, HOLY DROPS YELLOW PAGES SERVICES OR SOFTWARE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE HOLY DROPS YELLOW PAGES SITE OR IN ASSOCIATION WITH THE HOLY DROPS YELLOW PAGES SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, HOLY DROPS AND ITS LICENSORS AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HOLY DROPS AND ITS LICENSORS AND AFFILIATES FURTHER DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THE HOLY DROPS YELLOW PAGES SITE. HOLY DROPS SHALL NOT BE RESPONSIBLE IN ANY MANNER FOR THE CONDUCT, OF ANY USER OF THE HOLY DROPS YELLOW PAGES SITE OR HOLY DROPS YELLOW PAGES SERVICES. HOLY DROPS DOES NOT WARRANT OR COVENANT THAT THE HOLY DROPS YELLOW PAGES SERVICES WILL BE AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE HOLY DROPS YELLOW PAGES SERVICES IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. ANY MATERIAL OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE HOLY DROPS YELLOW PAGES SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE 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 ANY USER FROM HOLY DROPS, THE HOLY DROPS YELLOW PAGES SITE OR THROUGH OR FROM THE HOLY DROPS YELLOW PAGES SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

## **14. Limitation on Liability.**

HOLY DROPS shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond HOLY DROPS's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). WITHOUT LIMITING THE FOREGOING, HOLY DROPS AND ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE UNDER ANY THEORY OF LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, HOLY DROPS'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (i) THE

AMOUNT PAID, IF ANY, BY YOU TO HOLY DROPS FOR THE HOLY DROPS YELLOW PAGES SERVICES IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (ii) INR 1,000/-.

#### **15. Indemnity.**

You agree to indemnify and hold HOLY DROPS, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your access to the HOLY DROPS Yellow Pages Site, (ii) your use of the HOLY DROPS Yellow Pages Services, (iii) the violation of these Terms of Service by you, or (iv) the infringement by you, or any third party using your account or User ID or password, of any intellectual property or other right of any person or entity.

#### **16. Jurisdiction:**

The terms of this agreement are exclusively based on and subject to Indian law. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Mumbai, Maharashtra, India in all disputes arising out of or relating to the use of this website. Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

#### **17. Miscellaneous.**

No agency, partnership, joint venture, or employment is created as a result of these Terms of Service and you do not have any authority of any kind to bind HOLY DROPS in any respect whatsoever. HOLY DROPS may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or postings on the HOLY DROPS Yellow Pages Services. These Terms of Service, accepted upon use of the HOLY DROPS Yellow Pages Site, and all terms, guidelines and rules referenced herein contain the entire agreement between you and HOLY DROPS regarding the use of the HOLY DROPS Yellow Pages Site and/or the HOLY DROPS Yellow Pages Services. The failure of HOLY DROPS to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect and enforceable. These Terms of Service are not assignable, transferable or sublicensable by you except with HOLY DROPS's prior written consent. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. These Terms of Service include HOLY DROPS's acceptable use policy for Content posted on the HOLY DROPS Yellow Pages Site, HOLY DROPS's Privacy Policy, and any notices regarding the HOLY DROPS Yellow Pages Site.

#### **18. Contact and Violations.**

Please contact us with any questions regarding these Terms of Service. Please report any violations of the Terms of Service to [info@holydrops.com](mailto:info@holydrops.com)

#### **19. Mark.**

HOLY DROPS Yellow Pages is a proprietary registered trade mark of HOLY DROPS.

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