

Website usage Terms & Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS YOUR USE OF THIS SITE IS SUBJECT TO THESE TERMS AND CONDITIONS WHICH CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. YOUR USE OF THIS SITE IS CONDITIONAL UPON YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

**The Terms and Conditions of Use (“Terms and Conditions” These Terms and Conditions. Use of www.eenadufm.net or “these Terms”)**

**Access to and use of “www.eenadufm.net” (“the Web Site” or “the Site” “www. eenadufm.net” or EENADU FM’s Site) both within INDIA and internationally is provided and owned by the Ushodaya Enterprises Pvt. Ltd (“EENADU FM” or “We” or “our”) having its registered office at 2nd Floor, SP2 Building, Ramoji Film City, Telangana – 501 512 on the following terms and conditions :**

1. **BY USING WWW.EENADUFM.NET YOU UNDERSTAND, ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS, WHICH SHALL TAKE EFFECT IMMEDIATELY ON YOUR FIRST USE OF WWW.EENADUFM.NET. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE FOLLOWING TERMS PLEASE DO NOT ACCESS, USE AND/OR CONTRIBUTE TO WWW.EENADUFM.NET.**
2. **EENADU FM MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME AND SO YOU SHOULD CHECK THESE TERMS REGULARLY. YOUR CONTINUED USE OF WWW.EENADUFM.NET WILL BE DEEMED ACCEPTANCE OF THE UPDATED OR AMENDED TERMS. IF YOU DO NOT AGREE TO THE CHANGES, YOU SHOULD CEASE USING THE WEB SITE.**
3. **IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE WEB SITE. IF YOU ARE DISSATISFIED WITH THE TERMS AND CONDITIONS, OPERATING THE WEB SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING IT. USE OF THE WEB SITE AFTER SUCH CHANGES ARE POSTED WILL SIGNIFY YOUR AGREEMENT TO THESE TERMS OR ANY REVISED TERMS. YOU SHOULD VISIT THIS PAGE PERIODICALLY TO REVIEW THIS AGREEMENT.

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE YOUR CONSENT TO YOUR CHILD’S REGISTRATION WITH THE WEB SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE IN RESPECT OF THEIR USE OF THE WEB SITE.

THE TERMS "YOU" “YOUR” AND "USER/S" AS USED IN THE TERMS AND CONDITIONS OF USE REFER TO ALL INDIVIDUALS AND/OR ENTITIES ACCESSING THIS WEBSITE SITE FOR ANY REASON.**
4. **YOUR USE OF THE SITE (OR ANY PART THEREOF) SIGNIFIES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND THE EENADU FM PRIVACY POLICY (THE "PRIVACY POLICY"), WHICH IS HEREBY INCORPORATED BY THIS REFERENCE INTO THESE TERMS. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND EENADU FM REGARDING YOUR USE OF THE SITE AND THE SERVICES THAT ALLOWS FOR THE DISTRIBUTION AND RECEPTION OF VIDEO, AUDIO, AND OTHER CONTENT THROUGH SUCH SITE. DO NOT USE THE SITE IF YOU DO NOT AGREE WITH ANY OF THE TERMS CONTAINED HEREIN**
5. **GIVEN THE NATURE OF THE INTERNET, EVEN THOUGH THE SITE IS ORDINARILY (BUT NOT ALWAYS) TARGETED TO INDIAN ("INDIA") RESIDENTS, IT MAY BE ACCESSED IN OTHER PARTS OF THE WORLD. IF YOU ARE NOT AN INDIAN RESIDENT AND YET USE THE SITE, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT YOU ARE DOING SO ON YOUR OWN INITIATIVE AND AT YOUR OWN RISK AND THAT IT IS YOUR RESPONSIBILITY (AND NOT OURS) TO MAKE SURE THAT YOUR USE OF THE SITE COMPLIES WITH ALL APPLICABLE LOCAL LAWS IN THE JURISDICTION FROM WHERE YOU ACCESS OR USE THE SITE.

IF YOU ARE NOT AN INDIAN RESIDENT, BY SUBMITTING YOUR PERSONALLY IDENTIFIABLE INFORMATION ON THE SITE, YOU EXPRESSLY CONSENT TO THE TRANSFER OF SUCH DATA TO INDIA, AND TO THE PROCESSING OF SUCH DATA ON EENADU FM'S (OR ITS DESIGNATED VENDORS/SERVICE PROVIDERS’) SERVERS, WHERE YOUR DATA WILL BE GOVERNED BY INDIAN LAWS THAT MAY PROVIDE A LOWER (OR DIFFERENT) LEVEL OF DATA PROTECTION THAN YOUR COUNTRY.**
6. **EENADU FM RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ALTER AND/OR ADD TO THESE TERMS OR TO THE PRIVACY POLICY, IN WHOLE OR IN PART, AT ANY TIME. CHANGES TO THESE TERMS OR THE PRIVACY POLICY WILL BE EFFECTIVE WHEN POSTED. YOU AGREE TO REVIEW THESE TERMS AND THE PRIVACY POLICY PERIODICALLY TO BECOME AWARE OF ANY CHANGES. YOUR USE OF THE SITE OR ANY PART THEREOF AFTER ANY CHANGES TO THESE TERMS OR THE PRIVACY POLICY ARE POSTED WILL BE CONSIDERED ACCEPTANCE OF THOSE CHANGES AND WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND THEREBY. IF YOU OBJECT TO ANY SUCH CHANGES, YOUR SOLE RECOURSE WILL BE TO STOP USING THE SITE.

6A. EENADU FM ALSO HAS THE RIGHT BUT NOT THE OBLIGATION, TO TAKE ANY OF THE FOLLOWING ACTIONS IN OUR SOLE DISCRETION AT ANY TIME AND FOR ANY REASON WITHOUT GIVING YOU ANY PRIOR NOTICE:**
	1. **RESTRICT, SUSPEND, OR TERMINATE YOUR ACCESS TO ALL OR ANY PART OF OUR SERVICES;**
	2. **CHANGE, SUSPEND, OR DISCONTINUE ALL OR ANY PART OF OUR SERVICES;**
	3. **REFUSE, MOVE, OR REMOVE ANY MATERIAL /INFORMATION THAT YOU SUBMIT TO THE SITE FOR ANY REASON;**
	4. **REFUSE, MOVE, OR REMOVE ANY CONTENT THAT IS AVAILABLE ON OUR SITES;**
	5. **DEACTIVATE OR DELETE YOUR ACCOUNTS AND ALL RELATED INFORMATION AND FILES IN YOUR ACCOUNT;**
	6. **ESTABLISH GENERAL PRACTICES AND LIMITS CONCERNING USE OF THE SITE.**

**Use of the Site www.eenadufm.net**

1. **YOU AGREE TO USE WWW.EENADUFM.NET ONLY FOR LAWFUL PURPOSES AND IN A WAY THAT DOES NOT INFRINGE THE RIGHTS OF, RESTRICT OR INHIBIT ANYONE ELSE'S USE AND ENJOYMENT OF THE WEB SITE. PROHIBITED BEHAVIOUR INCLUDES HARASSING OR CAUSING DISTRESS OR INCONVENIENCE TO ANY PERSON, TRANSMITTING OBSCENE OR OFFENSIVE CONTENT OR DISRUPTING THE NORMAL FLOW OF DIALOGUE WITHIN THE WEBSITE**

**Intellectual Property**

1. **YOU ACKNOWLEDGE THAT ALL CONTENT AND MATERIALS AVAILABLE ON THE WEB SITE, INCLUDING WITHOUT LIMITATION SOFTWARE, TEXT, GRAPHICS, IMAGES, AUDIO AND VIDEO CLIPS, ARTWORK, PHOTOGRAPHS, LOGOS, BUTTON ICONS, DOCUMENTS AND MARKS AND ANY OTHER MATERIAL ON THE SITE INCLUDING THE SELECTION AND ARRANGEMENT THEREOF, ARE PROTECTED BY NATIONAL AND INTERNATIONAL COPYRIGHTS, TRADEMARKS, SERVICE MARKS, PATENTS, PATENT REGISTRATION RIGHTS, TRADE SECRETS, KNOW-HOW OR OTHER PROPRIETARY RIGHTS AND LAWS AND ARE OWNED BY EENADU FM AND/OR ITS SUBSIDIARIES, AFFILIATES, ASSIGNS, LICENSORS, THE SITE'S DESIGNER, HOSTING, PROGRAMMING AND CONTEST MANAGEMENT/PRIZE FULFILMENT VENDORS, AND/OR THE SITE’S ADVERTISERS, SPONSORS, AND PROMOTIONAL PARTNERS. EXCEPT WHERE OTHERWISE NOTED, YOU MAY PRINT OR VIEW INDIVIDUAL PAGES FOR NON-COMMERCIAL USE, PROVIDED YOU DO NOT DELETE OR ALTER ANY OF THE INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHT OR TRADEMARK NOTICES. YOU MAY ONLY USE THE WEB SITE OR ITS CONTENTS AS EXPRESSLY PERMITTED IN THESE TERMS OF USE AND FOR NO OTHER PURPOSE. EENADU FM, ITS LICENSORS OR ASSOCIATES RETAIN EXCLUSIVE OWNERSHIP OF ALL DATA, MATERIAL AND OTHER INFORMATION REGARDING YOUR USE OF THE SITE. EXCEPT AS WE MAY EXPRESSLY AUTHORIZE, YOU AGREE NOT TO SELL, LICENSE, RENT, MODIFY, DISTRIBUTE, COPY, REPRODUCE, TRANSMIT, PUBLICLY DISPLAY, PUBLICLY PERFORM, PUBLISH, ADAPT, EDIT OR CREATE DERIVATIVE WORKS FROM THE CONTENT OR MATERIALS ON THE WEB SITE. SYSTEMATIC RETRIEVAL OF DATA OR OTHER CONTENT FROM THE WEB SITE TO CREATE OR COMPILE, DIRECTLY OR INDIRECTLY, A COLLECTION, COMPILATION, DATABASE OR DIRECTORY WITHOUT OUR WRITTEN PERMISSION IS PROHIBITED. UNLESS OTHERWISE INDICATED, ALL LOGOS, NAMES, PACKAGE DESIGNS AND MARKS ON THE WEB SITE ARE TRADEMARKS OR SERVICE MARKS OR USED UNDER LICENSE BY EENADU FM. THE USE OR MISUSE OF ANY OF THESE MATERIALS IS STRICTLY PROHIBITED.

NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY IN THESE TERMS OF USE, YOU WILL NOT USE OR ATTEMPT TO USE, AND SHALL CAUSE EACH OTHER PARTY/ENTITY UNDER YOUR CONTROL NOT TO USE OR ATTEMPT TO USE, ANY ENGINE, SOFTWARE, TOOL, AGENT OR OTHER DEVICE OR MECHANISM (INCLUDING, WITHOUT LIMITATION, BROWSERS, SPIDERS, AVATARS OR INTELLIGENT AGENTS) TO NAVIGATE OR SEARCH THE SITE OTHER THAN (A) THE SEARCH ENGINE AND SEARCH AGENTS AVAILABLE FROM THE SITE AND (B) GENERALLY AVAILABLE THIRD-PARTY WEB BROWSERS.**
2. **THE NAMES, IMAGES AND LOGOS IDENTIFYING EENADU FM, THIRD PARTIES AND THEIR PRODUCTS ADVERTISEMENTS AND SERVICES ARE SUBJECT TO COPYRIGHT, DESIGN RIGHTS AND TRADEMARKS OF THE EENADU FM, AND/OR THIRD PARTIES. NOTHING CONTAINED IN THESE TERMS SHALL BE CONSTRUED AS CONFERRING ANY LICENCE OR RIGHT TO USE ANY TRADE MARK, DESIGN RIGHT OR COPYRIGHT OF THE EENADU FM OR ANY OTHER THIRD PARTY.**

**Registration and EENADU FM Account**

1. **TO USE CERTAIN FEATURES OF THE WEB SITE, YOU MAY BE ASKED TO REGISTER WITH THE WEB SITE. YOU AGREE (I) TO PROVIDE TRUE, ACCURATE, CURRENT AND COMPLETE INFORMATION ABOUT YOURSELF AS PROMPTED BY ANY REGISTRATION FORM; AND (II) TO MAINTAIN AND PROMPTLY UPDATE THE INFORMATION YOU PROVIDE TO KEEP IT TRUE, ACCURATE, CURRENT AND COMPLETE. IF EENADU FM HAS REASONABLE GROUNDS TO SUSPECT THAT SUCH INFORMATION IS UNTRUE, INACCURATE, NOT CURRENT OR INCOMPLETE, EENADU FM HAS THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCESS TO AND USE OF THE WEB SITE (OR ANY PORTION THEREOF). EENADU FM’S USE OF ANY PERSONALLY IDENTIFYING INFORMATION YOU PROVIDE AS PART OF THE REGISTRATION PROCESS IS GOVERNED BY THE TERMS OF EENADU FM/ THE WEB SITE’S PRIVACY POLICY YOU ARE RESPONSIBLE FOR THE SECURITY OF YOUR LOGIN ID AND PASSWORD FOR THE WEB SITE. YOU AGREE THAT ANY PERSON USING YOUR IDENTIFICATION ISSUED FOR THE WEBSITE WILL BE TREATED BY EENADU FM, AS HAVING BEEN AUTHORIZED BY YOU TO ACCESS YOUR INFORMATION AS CONTAINED ON THE WEBSITE, AND TAKE ANY OTHER ACTIONS ON YOUR BEHALF. YOU WILL INDEMNIFY AND HOLD HARMLESS EENADU FM AND ITS AFFILIATED COMPANIES FROM ALL DAMAGES, COSTS, EXPENSES, LIABILITIES AND CLAIMS INCURRED BY THEM ARISING OUT OF ANY ACTION TAKEN BY ANY PERSON OR ENTITY USING IDENTIFICATION.**
2. **BY SUBMITTING CONTENT TO ANY AREA OF THE WEB SITE OPEN TO THE OTHER USERS OR THE GENERAL PUBLIC (WHICH INCLUDES, BUT IS NOT LIMITED TO, CONTESTS, EMAILS REGARDING STATION PROGRAMMING, OR PUBLIC AREAS), YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOUR CONTENT WILL BE CONSIDERED "PUBLIC MATERIAL" AND WILL NOT BE SUBJECT TO THE PRIVACY PROTECTIONS GENERALLY AFFORDED YOUR PERSONAL INFORMATION.**
3. **ALL ACCOUNTS MUST BE REGISTERED WITH A VALID PERSONAL EMAIL ADDRESS THAT YOU ACCESS REGULARLY SO THAT MODERATION EMAILS CAN BE SENT TO YOU. ACCOUNTS REGISTERED WITH SOMEONE ELSE'S EMAIL ADDRESS, OR WITH TEMPORARY EMAIL ADDRESSES MAY BE CLOSED WITHOUT NOTICE. WE MAY REQUIRE USERS TO RE-VALIDATE THEIR ACCOUNT IF WE BELIEVE THEY HAVE BEEN USING AN INVALID EMAIL ADDRESS.**
4. **IF YOU USE MULTIPLE LOGINS FOR THE PURPOSE OF DISRUPTING A COMMUNITY OR ANNOYING OTHER USERS, YOU MAY HAVE ACTION TAKEN AGAINST ALL OF YOUR ACCOUNTS.**
5. **EENADU FM RESERVES THE RIGHT TO CLOSE ACCOUNTS IF ANY USER IS SEEN TO BE USING PROXY IPS (INTERNET PROTOCOL ADDRESSES) IN ORDER TO ATTEMPT TO HIDE THE USE OF MULTIPLE EENADU FM ACCOUNTS, OR IF A NON-INDIAN USER PRETENDS TO BE A INDIA USER, OR DISRUPTS ANY OF OUR SERVICES IN ANY WAY.**

**Safety**

1. **WE ADVISE THAT YOU NEVER REVEAL ANY PERSONAL INFORMATION ABOUT YOURSELF OR ANYONE ELSE (FOR EXAMPLE: TELEPHONE NUMBER, POSTAL ADDRESS, HOME ADDRESS OR EMAIL ADDRESS OR ANY OTHER DETAILS THAT WOULD ALLOW YOU TO BE PERSONALLY IDENTIFIED) IN ANY EENADU FM COMMUNITY.**

**Legal requirements**

1. **YOU MAY NOT SUBMIT OR SHARE ANY DEFAMATORY OR ILLEGAL MATERIAL OF ANY NATURE IN WWW.EENADUFM.NET. THIS INCLUDES TEXT, GRAPHICS, VIDEO, PROGRAMS OR AUDIO.**
2. **CONTRIBUTING MATERIAL TO A WWW.EENADUFM.NET WITH THE INTENTION OF COMMITTING OR PROMOTING AN ILLEGAL ACT IS STRICTLY PROHIBITED.**
3. **YOU UNCONDITIONALLY AGREE TO SUBMIT TO OR SHARE WITH WWW.EENADUFM.NET ONLY CONTRIBUTIONS WHICH ARE YOUR OWN ORIGINAL WORK. YOU MUST NOT VIOLATE, PLAGIARISE, OR INFRINGE THE RIGHTS OF THE EENADU FM OR THIRD PARTIES INCLUDING COPYRIGHT, TRADE MARK, TRADE SECRETS, PRIVACY, PUBLICITY, PERSONAL OR PROPRIETARY RIGHTS.**

**If you're a minor:**

1. **PLEASE GET A PARENT'S OR LEGAL GUARDIAN'S WRITTEN PERMISSION/APPROVAL BEFORE ACCESSING WWW.EENADUFM.NET OR PLAYING GAMES OR TAKING PART IN CONTESTS. FOR CONTESTS PLEASE READ CAREFULLY THE SEPARATE AND APPLICABLE TERMS AND CONDITIONS EMBEDDED ON THE SITE. FOR THE PURPOSE OF THESE TERMS AND CONDITIONS THE “MINOR” IS A PERSON WHO IS UNDER THE AGE OF 18 YEARS.**
2. **NEVER REVEAL ANY PERSONAL INFORMATION ABOUT YOURSELF OR ANYONE ELSE (FOR EXAMPLE, SCHOOL, TELEPHONE NUMBER, YOUR FULL NAME, HOME ADDRESS OR EMAIL ADDRESS). CONTRIBUTIONS TO THE EENADU FM WEBSITE / USER CONDUCT**
3. **BY SHARING ANY CONTRIBUTION (INCLUDING ANY TEXT, PHOTOGRAPHS, GRAPHICS, VIDEO OR AUDIO) WITH THE EENADU FM YOU AGREE TO GRANT TO THE EENADU FM, FREE OF CHARGE, PERMISSION TO USE THE MATERIAL IN ANY WAY IT WANTS (INCLUDING MODIFYING AND ADAPTING IT FOR OPERATIONAL AND EDITORIAL REASONS) FOR EENADU FM SERVICES IN ANY MEDIA WORLDWIDE (INCLUDING ON THE EENADU FM'S SITE ACCESSED BY INTERNATIONAL USERS). IN CERTAIN CIRCUMSTANCE THE EENADU FM MAY ALSO SHARE YOUR CONTRIBUTION WITH TRUSTED THIRD PARTIES.**
4. **YOU FURTHER AGREE THAT THE WEB SITE MAY SAVE AND ARCHIVE ANY CONTENT OF ANY NATURE POSTED TO THE WEB SITE AND THAT THE WEB SITE MAY, WITHOUT LIABILITY TO ANY USER, DISCLOSE SUCH CONTENT IF REQUIRED TO DO SO BY LAW OR TO COMPLY WITH LEGAL PROCESSES; TO RESPOND TO CLAIMS THAT ANY OF THE CONTENT VIOLATES THE PROPERTY, PRIVACY, PUBLICITY OR ANY OTHER RIGHTS OF ANOTHER INDIVIDUAL, ORGANIZATION OR CORPORATION; OR TO PROTECT THE RIGHTS, PROPERTY OR SAFETY OF THE SITE, ITS CORPORATE AFFILIATES, ADVERTISERS, EMPLOYEES, SUPPLIERS, OPERATIONAL SERVICE PROVIDERS, USERS AND MEMBERS OF THE PUBLIC.**
5. **IN ORDER THAT EENADU FM CAN USE YOUR CONTRIBUTION, YOU CONFIRM THAT YOUR CONTRIBUTION IS YOUR OWN ORIGINAL WORK, IS NOT DEFAMATORY AND DOES NOT INFRINGE ANY LAW, THAT YOU HAVE THE RIGHT TO GIVE THE EENADU FM PERMISSION TO USE IT FOR THE PURPOSES SPECIFIED ABOVE, AND THAT YOU HAVE THE CONSENT OF ANYONE WHO IS IDENTIFIABLE IN YOUR CONTRIBUTION OR THE CONSENT OF THEIR PARENT / GUARDIAN IF THEY ARE A MINOR**
6. **PLEASE DO NOT ENDANGER YOURSELF OR OTHERS, TAKE ANY UNNECESSARY RISKS OR BREAK ANY LAWS WHEN CREATING CONTENT, YOU MAY SHARE WITH THE EENADU FM.**
7. **PURSUANT TO THE TERMS AND CONDITIONS OF THE WEBSITE, USERS MAY NOT:**
	1. **POST MATERIAL THAT IS COPYRIGHTED, UNLESS YOU ARE THE COPYRIGHT OWNER OR HAVE THE PERMISSION OF THE COPYRIGHT OWNER TO POST IT;**
	2. **POST MATERIAL THAT INFRINGES ON ANY OTHER INTELLECTUAL PROPERTY RIGHTS OF OTHERS OR ON THE PRIVACY OR PUBLICITY RIGHTS OF OTHERS;**
	3. **POST MATERIAL THAT REVEALS TRADE SECRETS, UNLESS YOU OWN THEM OR HAVE THE PERMISSION OF THE OWNER TO DO SO;**
	4. **POST A SEXUALLY-EXPLICIT IMAGE OR STATEMENT;**
	5. **POST MATERIAL THAT IS CONSIDERED BY THE SITE, IN ITS SOLE JUDGMENT, TO BE OBSCENE, INDECENT, DEFAMATORY, THREATENING, HARASSING, TORTIOUS, ABUSIVE, HATEFUL, EMBARRASSING OR HARMFUL TO ANOTHER USER OR ANY OTHER PERSON OR ENTITY;**
	6. **POST ADVERTISEMENTS OR SOLICITATIONS OF BUSINESS;**
	7. **POST ANY INCOMPLETE, FALSE, FRAUDULENT OR INACCURATE BIOGRAPHICAL INFORMATION OR GENERAL INFORMATION WHICH IS NOT YOUR OWN INFORMATION, OR IMPERSONATE ANOTHER PERSON; OR**
8. **THE WEB SITE DOES NOT REPRESENT OR GUARANTEE THE TRUTHFULNESS, ACCURACY, TIMELINESS OR RELIABILITY OF POSTINGS BY USERS. EENADU FM DOES NOT ENDORSE ANY OPINIONS, BLOGS, MESSAGES WHICH MAY BE EXPRESSED BY ANY USER. YOU FURTHER AGREE THAT ANY RELIANCE ON SUCH POSTINGS BY OTHER USERS WILL BE AT YOUR OWN RISK.**
9. **EENADU FM DOES NOT REGULARLY REVIEW, SCREEN OR MONITOR THE WEB SITE, AND AS SUCH, EENADU FM ASSUMES NO RESPONSIBILITY, OBLIGATION OR DUTY TO DO SO. EENADU FM ITS DIRECTORS, AGENTS, EMPLOYEES, OFFICERS AND/OR AFFILIATES AND/OR GROUP COMPANIES ARE NOT LIABLE OR RESPONSIBLE TO ANY USER FOR PERFORMANCE OR NON-PERFORMANCE OR USE OF SUCH MATERIAL. IF NOTIFIED BY A USER OF ANY POSTING OR COMMUNICATION WHICH ALLEGEDLY DOES NOT CONFORM TO THIS POLICY, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION, INVESTIGATE THE ALLEGATION AND DETERMINE THEREAFTER, IN OUR SOLE DISCRETION, WHETHER OR NOT TO REMOVE OR REQUEST THE REMOVAL OF THE MATERIAL. IN ADDITION, YOU UNDERSTAND, AGREE, AND CONSENT TO EENADU FM’S RIGHT TO EXPEL USERS FROM THE WEB SITE AND TO PREVENT THEIR ACCESS TO THE WEB SITE FOR VIOLATING THE TERMS AND CONDITIONS AND THE AGREEMENT OR ANY APPLICABLE LAW. EENADU FM RESERVES THE RIGHT TO REMOVE COMMUNICATIONS, BLOGS, MESSAGES OR POSTS CONSIDERED TO BE, IN OUR SOLE JUDGMENT, UNLAWFUL, HARMFUL, THREATENING, ABUSIVE, OBSCENE, INDECENT, LIBELLOUS, DISRUPTIVE, HATEFUL, INFRINGING, OR RACIALLY, ETHNICALLY OR OTHERWISE OBJECTIONABLE IN ANY WAY.**
10. **YOU ALSO GRANT EENADU FM A ROYALTY-FREE, WORLDWIDE, PERPETUAL, IRREVOCABLE, NON-EXCLUSIVE RIGHT (INCLUDING ANY MORAL RIGHTS) AND LICENSE TO USE, MODIFY, ADAPT, PUBLISH, REPRODUCE, COPY, DISTRIBUTE, RETRANSMIT, TRANSLATE, CREATE DERIVATIVE WORKS FROM, COMMUNICATE TO THE PUBLIC, PUBLICLY PERFORM OR DISPLAY SUCH CONTENT (IN WHOLE OR IN PART), AND/OR TO INCORPORATE IT IN OTHER WORKS IN ANY FORM, MEDIA, OR TECHNOLOGY NOW KNOWN OR LATER DEVELOPED, FOR SO LONG AS ANY RIGHTS EXIST IN SUCH CONTENT. YOU ALSO WARRANT THAT THE HOLDER OF ANY RIGHTS, INCLUDING MORAL RIGHTS IN SUCH CONTENT, HAS COMPLETELY AND EFFECTIVELY WAIVED ALL SUCH RIGHTS AND VALIDLY AND IRREVOCABLY GRANTED TO YOU THE RIGHT TO GRANT THE LICENSE SET FORTH IN THIS AGREEMENT. YOU ALSO PERMIT ANY OTHER USER TO ACCESS, DISPLAY, VIEW, STORE AND REPRODUCE SUCH CONTENT FOR SUCH USER’S PERSONAL USE ONLY.**
11. **YOU MAY NOT RESELL, REDISTRIBUTE, BROADCAST OR TRANSFER INFORMATION, SOFTWARE AND APPLICATIONS OR USE THE INFORMATION, SOFTWARE AND APPLICATIONS PROVIDED BY IN.COM IN A SEARCHABLE, MACHINE-READABLE DATABASE UNLESS SEPARATELY AND SPECIFICALLY AUTHORIZED IN WRITING BY EENADU FM PRIOR TO SUCH USE. YOU MAY NOT RENT, LEASE, SUBLICENSE, DISTRIBUTE, TRANSFER, COPY, REPRODUCE, PUBLICLY DISPLAY, PUBLISH, ADAPT, STORE OR TIME-SHARE EENADUFM.COM OR ANY PART THEREOF, OR ANY OF THE SOFTWARE, APPLICATION OR INFORMATION RECEIVED OR ACCESSED THEREFROM TO OR THROUGH ANY OTHER PERSON OR ENTITY UNLESS SEPARATELY AND SPECIFICALLY AUTHORIZED IN WRITING BY EENADU FM PRIOR TO SUCH USE. IN ADDITION, YOU MAY NOT REMOVE, ALTER OR OBSCURE ANY COPYRIGHT, LEGAL OR PROPRIETARY NOTICES IN OR ON ANY PORTIONS OF WWW.EENADUFM.NET WITHOUT PRIOR WRITTEN AUTHORIZATION.**

**Disclaimers and Limitation of Liability**

**YOU EXPRESSLY AGREE, UNDERSTAND AND ACCEPT THAT USE OF THE WEB SITE IS AT YOU SOLE RISK**

1. **NEITHER THE EENADU FM NOR ANY OF ITS SUBSIDIARIES OR GROUP COMPANIES ARE RESPONSIBLE FOR ANY CONTENT POSTED BY MEMBERS OF THE PUBLIC ON WWW.EENADUFM.NET OR FOR THE AVAILABILITY OR CONTENT OF ANY THIRD PARTY SITES THAT ARE ACCESSIBLE THROUGH EENADUFM.COM. ANY LINKS TO THIRD PARTY WEBSITES FROM WWW.EENADUFM.NET DO NOT AMOUNT TO ANY ENDORSEMENT OF THAT SITE BY THE EENADU AND ANY USE OF THAT SITE OR URL BY YOU IS AT YOUR OWN RISK.**
2. **THE SITE/ WWW.EENADUFM.NET CONTENT, INCLUDING THE INFORMATION, NAMES, IMAGES, PICTURES, LOGOS AND ICONS REGARDING OR RELATING TO THE EENADU FM ITS PRODUCTS AND SERVICES (OR TO THIRD PARTY PRODUCTS AND SERVICES), IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, THE EENADU FM EXCLUDES ALL REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED BY LAW), INCLUDING THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY AND ACCURACY. THE EENADU FM DOES NOT GUARANTEE THE TIMELINESS, COMPLETENESS OR PERFORMANCE OF THE WEBSITE OR ANY OF THE CONTENT. WHILE WE TRY TO ENSURE THAT ALL CONTENT PROVIDED BY THE EENADU FM IS CORRECT AT THE TIME OF PUBLICATION NO RESPONSIBILITY IS ACCEPTED BY OR ON BEHALF OF THE EENADU FM FOR ANY ERRORS, OMISSIONS OR INACCURATE CONTENT ON THE WEB SITE.**
3. **UNDER NO CIRCUMSTANCES, SHALL EENADU FM, ITS PARENT COMPANY, SUBSIDIARIES, OWNER, OPERATOR, AFFILIATES, SUCCESSORS AND ASSIGNS OR OUR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, COMPENSATORY, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SITE OR FROM INFORMATION PROVIDED ON THE SITE OR THE PROVISION OR FAILURE TO PROVIDE ANY SERVICE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.**
4. **THE EENADU FM DO NOT WARRANT THAT FUNCTIONS AVAILABLE ON WWW.EENADUFM.NET WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT WWW.EENADUFM.NET OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO IMPLEMENT SUFFICIENT PROCEDURES AND VIRUS CHECKS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY OF DATA INPUT AND OUTPUT.**
5. **YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS , IN NO EVENT WILL EENADU FM OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES , DIRECTORS, SHAREHOLDERS, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES ) , RESULTING FROM USE (OR USE OF ANYONE USING ACCOUNT REGISTERED TO YOU) OF THE SITE OR ANY PARTS THEREOF.**

**Delays in Services**

1. **NEITHER THE SITE/ WWW.EENADUFM.NET OR EENADU FM (INCLUDING ITS AND THEIR DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS) SHALL BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING, DIRECTLY OR INDIRECTLY, FROM DELAYS OR INTERRUPTIONS DUE TO HUMAN OR ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, TELEPHONE INTERCONNECT PROBLEMS, DEFECTS, WEATHER, STRIKES, WALKOUTS, FIRE, ACTS OF GOD, RIOTS, ARMED CONFLICTS, ACTS OF WAR, OR OTHER LIKE CAUSES. IN.COM SHALL HAVE NO RESPONSIBILITY TO PROVIDE YOU ACCESS TO IN.COM WHILE INTERRUPTION OF IN.COM IS DUE TO ANY SUCH CAUSE SHALL CONTINUE.**

**Indemnification**

1. **YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD EENADU FM, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND CONTRACTORS HARMLESS FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DEMANDS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT ARISE FROM YOUR USE OR MISUSE OF THE SITE OR THE CONTENT THEREIN OR FROM YOUR BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

THIS PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING ANY TERMINATION OF YOUR USE OF THE SITE.**

**Third Party Content**

1. **THE WEB SITE MAY INCLUDE CERTAIN MATERIAL AND CONTENT FROM THIRD PARTIES. OWNERSHIP OF THIS THIRD PARTY CONTENT MAY OR MAY NOT BE OBVIOUS TO THE USER, AND AS SUCH USERS SHOULD TREAT ALL CONTENT ON THIS WEBSITE AS IF IT WERE THE INTELLECTUAL PROPERTY OF EENADU FM. WE HAVE NO RESPONSIBILITY FOR THE CONTENT AND MATERIAL FROM THIRD PARTIES OR ANY ENTITIES.**
2. **EENADU FM IS NOT RESPONSIBLE FOR THE CONTENT OF ANY THIRD-PARTY WEB SITE, NOR DOES IT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING ANY THIRD-PARTY WEB SITE INCLUDING, WITHOUT LIMITATION (I) ANY REPRESENTATION OR WARRANTY REGARDING THE LEGALITY, ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, SUITABILITY OF ANY CONTENT ON ANY THIRD-PARTY WEB SITE; (II) ANY REPRESENTATION OR WARRANTY REGARDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY MATERIAL, CONTENT, SOFTWARE, GOODS OR SERVICES LOCATED AT OR MADE AVAILABLE THROUGH SUCH THIRD-PARTY WEB SITES; OR (III) ANY REPRESENTATION OR WARRANTY THAT THE OPERATION OF THE THIRD-PARTY WEB SITES WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS OR ERRORS IN SUCH THIRD-PARTY WEBSITES WILL BE CORRECTED OR THAT SUCH THIRD-PARTY WEBSITES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.**
3. **OUR SITES MAY CONTAIN LINKS TO OTHER INTERNET SITES OWNED BY THIRD PARTIES. YOUR USE OF EACH OF THOSE SITES IS SUBJECT TO THE CONDITIONS, IF ANY, THAT EACH OF THOSE SITES HAS POSTED. WE HAVE NO CONTROL OVER SITES THAT ARE NOT OURS, AND WE ARE NOT RESPONSIBLE FOR ANY CHANGES TO OR CONTENT ON THEM. OUR INCLUSION ON OUR SITES OF ANY THIRD-PARTY CONTENT OR A LINK TO A THIRD-PARTY SITE IS NOT AN ENDORSEMENT OF THAT CONTENT OR THIRD-PARTY SITE.**
4. **WE DO NOT SELL, RESELL, OR LICENSE ANY OF THE PRODUCTS OR THE SERVICES THAT WE REVIEW, LIST, OR ADVERTISE ON OUR SITES, AND WE DISCLAIM ANY RESPONSIBILITY FOR OR LIABILITY RELATED TO THEM. YOUR CORRESPONDENCE OR RELATED ACTIVITIES WITH THIRD PARTIES, INCLUDING PAYMENT TRANSACTIONS AND GOODS-DELIVERY TRANSACTIONS, ARE SOLELY BETWEEN YOU AND THAT THIRD PARTY. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY OF YOUR TRANSACTIONS WITH THIRD PARTIES. ANY QUESTIONS, COMPLAINTS, OR CLAIMS RELATED TO ANY PRODUCT OR SERVICE SHOULD BE DIRECTED TO THE APPROPRIATE VENDOR.**
5. **ALL OTHER COMPANY AND PRODUCT NAMES MAY BE TRADEMARKS OF THE RESPECTIVE COMPANIES/ENTITIES WITH WHICH THEY ARE ASSOCIATED.**

**Termination**

1. **WE MAY TERMINATE YOUR RIGHT TO USE OUR WEBSITE AT ANY TIME AND WITHOUT NOTICE. WE WILL TERMINATE YOUR RIGHT TO USE OUR WEBSITE IF YOU VIOLATE ANY OF THESE TERMS OF SERVICE OR ANY OTHER POLICY POSTED ON OUR WEBSITE, OR IF WE BECOME AWARE THAT YOU ARE A COPYRIGHT INFRINGER.**

**Privacy**

1. **OUR USE OF ANY PERSONAL INFORMATION AND SENSITIVE PERSONAL INFORMATION YOU PROVIDE US THROUGH OUR WEBSITE WILL BE GOVERNED BY OUR PRIVACY POLICY. ON-LINE CONTESTS OR TALENT HUNT RULES AND /OR TERMS AND CONDITIONS (“CONTEST/S”)**
2. **BY PARTICIPATING IN ANY CONTEST YOU IRREVOCABLY AGREE TO BE BOUND BY THE CONTEST RULES AND BY OUR DECISIONS, WHICH ARE FINAL IN ALL MATTERS RELATING TO THE CONTESTS.**
3. **THE CONTEST RULES AND/OR TERMS AND CONDITIONS SHALL BE BINDING ON YOU WHEN ENTERING OR TAKING PART OR ACCESSING THE TERMS AND CONDITIONS OPERATED BY EENADU FM OR ANY OF OUR AFFILIATES OR ANY OF OUR SPONSORS FROM TIME TO TIME.**
4. **IN ADDITION TO THESE GENERAL CONTEST RULES, OTHER SPECIFIC TERMS AND CONDITIONS MAY ALSO APPLY TO A PARTICULAR CONTEST/S. WE WILL POST ANY SUCH SPECIFIC CONTEST RULES AND/OR TERMS AND CONDITIONS ON THE WEB SITE**
5. **ALL PRIZES ARE NON-TRANSFERABLE. ARRANGEMENTS FOR THE FULFILMENT OF PRIZES WILL BE MADE BY US OR SPONSORS. WE RESERVE THE RIGHT IN OUR SOLE DISCRETION TO SUBSTITUTE ANY AND ALL PRIZES WITH PRIZES OF COMPARABLE VALUE.**
6. **IN THE EVENT THAT YOU WIN A CONTEST, IN ORDER TO BE ELIGIBLE FOR PRIZES, YOU WILL ALLOW US TO USE YOUR NAME AND LIKENESS FREE OF CHARGE FOR ADVERTISING AND PUBLICITY PURPOSES.**
7. **THE RECEIPT, BY YOU IF YOU ARE A WINNER, OF THE PRIZE FOR ANY CONTEST IS CONDITIONAL UPON COMPLIANCE WITH ALL OR ANY AND ALL LAWS, RULES AND REGULATIONS INCLUDING WITHOUT LIMITATION THE APPLICABLE CONTEST RULES AND/OR TERMS AND CONDITIONS. WINNERS ARE SOLELY RESPONSIBLE FOR ALL INSURANCE, TRAVEL EXPENSES APPLICABLE TAXES AND FOR ANY EXPENSES OR COSTS NOT SPECIFIED IN THE PRIZE DESCRIPTION OR CONTEST TERMS AND CONDITIONS.**
8. **WE RESERVE THE RIGHT TO IMPLEMENT AGE, PERSONAL DETAILS AND CITIZEN REQUIREMENTS WHERE NECESSARY. COMPETITIONS/CONTESTS/TALENT HUNT ARE NOT OPEN TO OUR EMPLOYEES OR THOSE OF AFFILIATED COMPANIES AND SUBSIDIARIES OR TO ANY AND ALL OF OUR SPONSORS, SUPPLIERS AND OTHER CONNECTED PARTIES AND THEIR IMMEDIATE FAMILIES.**
9. **BY ENTERING THE CONTEST, YOU AS AN ENTRANT ASSIGN TO US ALL RIGHTS, TITLE AND INTEREST IN ALL MATERIAL UPLOADED ONTO THE WEB SITE OR OTHERWISE PROVIDED BY YOU.**
10. **PARTICIPANTS AND WINNERS OF CONTEST/S AGREE THAT NEITHER EENADU FM, NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, RELATED COMPANIES AND EMPLOYEES, OR ANY SPONSORS SHALL HAVE ANY LIABILITY IN CONNECTION WITH THE ACCEPTANCE OR USE OF ANY OF THE PRIZES AWARDED HEREIN. WE RESERVE THE RIGHT TO DISQUALIFY ANY ENTRANT AND/OR WINNER IN OUR ABSOLUTE DISCRETION.**
11. **EENADU FM ACCEPTS NO LIABILITY (AND EXCLUDES ALL LIABILITY) FOR ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUES OR ANTICIPATED SAVINGS OR FOR SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OF ANY NATURE HOWSOEVER ARISING**
12. **WE WILL NOT BE LIABLE FOR ANY KIND OF DAMAGE, LOSS OR DISAPPOINTMENT SUFFERED BY ANY PERSON OR ENTITY TAKING PART OR NOT BEING ABLE TO TAKE PART IN A COMPETITION.**
13. **WE MAY AT ANY TIME ISSUE SPECIFIC RULES TO BE READ IN CONJUNCTION WITH THESE RULES. IN THE EVENT OF A CONFLICT BETWEEN TWO SETS OF RULES AND/OR TERMS AND CONDITIONS THE CONTEST-SPECIFIC RULES TAKE PRIORITY**
14. **ENTRY AND PARTICIPATION IN ANY CONTEST SHALL BE DEEMED AN UNCONDITIONAL ACCEPTANCE BY YOU OF THESE TERMS AND CONDITIONS.**
15. **PLEASE NOTE, ONLY CALLERS WITH MOBILE PHONES USING CERTAIN NETWORKS WILL BE ABLE TO PARTICIPATE IN SPECIFIC CONTEST/S USING A SHORT MESSAGE SERVICE (“SMS”), KNOWN COMMONLY AS A TEXT MESSAGE. USERS SHOULD CHECK WITH THEIR SERVICE PROVIDER FOR DETAILS OF COMPATIBILITY AND TARIFF CHARGES. EENADU FM WILL NOT BE LIABLE IN THE EVENT OF TELEPHONE OR TEXT MESSAGE ENTRIES NOT RECEIVED AS A RESULT OF NETWORK INCOMPATIBILITY, FOR PAYMENT OF TARIFF, TECHNICAL FAULTS, OR OTHERWISE.**
16. **IN RESPECT OF COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS IN ANY CONTEST/S, YOUR ENTRY INTO THE CONTEST/S, AND YOUR INVOLVEMENT IN THE CONTEST/S (INCLUDING, WITHOUT LIMITATION, ALL INTERVIEWS, PICTURES, AUDIO, AUDIO-VISUAL, WHETHER YOUR APPEARANCE IS FEATURED OR INCIDENTAL) (THE “PRODUCTS”), IN ALL MEDIA AND TECHNOLOGY YOU:**
	1. **HEREBY GRANT TO EENADU FM A NON-EXCLUSIVE, ROYALTY-FREE PERPETUAL WORLDWIDE LICENCE TO USE ANY SUCH COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS IN ANY AND ALL MEDIA TO THE EXTENT EENADU FM DEEMS IT APPROPRIATE;**

and

* 1. **AGREE, AT EENADU FM’S REQUEST, TO ASSIGN TO EENADU FM THE ENTIRE SUCH COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS (INCLUDING WITHOUT LIMITATION WHERE SUCH PRODUCTS ARE NOT IN EXISTENCE AT THE DATE OF THIS TERMS AND CONDITIONS, BY WAY OF PRESENT ASSIGNMENT OF FUTURE COPYRIGHT) AND YOU AGREE TO DO ALL SUCH ACTS AS MAY BE REASONABLY REQUESTED OF YOU BY EENADU FM TO EFFECT THE ASSIGNMENT UNDER THIS CLAUSE.**

**Notice and Procedure for Making Claims of Copyright Infringement**

1. **IT IS THE POLICY OF EENADU FM TO RESPOND TO CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT. EENADU FM WILL ENDEAVOUR TO PROMPTLY PROCESS AND INVESTIGATE NOTICES OF ALLEGED INFRINGEMENT AND WILL TAKE ANY ACTIONS, IN ITS SOLE DISCRETION, IT DEEMS APPROPRIATE. NOTIFICATIONS OF CLAIMED COPYRIGHT INFRINGEMENT SHOULD BE SENT TO WWW.EENADUFM.NET/CONTACTUS**
2. **TO BE EFFECTIVE, THE NOTIFICATION OF INFRINGEMENT MUST BE A WRITTEN COMMUNICATION THAT INCLUDES THE FOLLOWING:**
	1. **A PHYSICAL OR ELECTRONIC SIGNATURE OF A PERSON AUTHORIZED TO ACT ON BEHALF OF THE OWNER OF AN EXCLUSIVE RIGHT THAT IS ALLEGEDLY INFRINGED;**
	2. **IDENTIFICATION OF THE COPYRIGHTED WORK CLAIMED TO HAVE BEEN INFRINGED, OR, IF MULTIPLE COPYRIGHTED WORKS AT A SINGLE ONLINE SITE ARE COVERED BY A SINGLE NOTIFICATION, A REPRESENTATIVE LIST OF SUCH WORKS AT THAT WEB SITE;**
	3. **IDENTIFICATION OF THE MATERIAL THAT IS CLAIMED TO BE INFRINGING OR TO BE THE SUBJECT OF INFRINGING ACTIVITY AND THAT IS TO BE REMOVED OR ACCESS TO WHICH IS TO BE DISABLED, AND INFORMATION REASONABLY SUFFICIENT TO PERMIT THE SERVICE PROVIDER TO LOCATE THE MATERIAL;**
	4. **INFORMATION REASONABLY SUFFICIENT TO PERMIT THE SERVICE PROVIDER TO CONTACT THE COMPLAINING PARTY, SUCH AS AN ADDRESS, TELEPHONE NUMBER AND, IF AVAILABLE, AN ELECTRONIC MAIL ADDRESS AT WHICH A COMPLAINING PARTY MAY BE CONTACTED;**
	5. **A STATEMENT THAT THE COMPLAINING PARTY HAS A GOOD-FAITH BELIEF THAT USE OF THE MATERIAL IN THE MANNER COMPLAINED OF IS NOT AUTHORIZED BY THE COPYRIGHT OWNER, ITS AGENT OR THE LAW AND;**
	6. **A STATEMENT THAT THE INFORMATION IN THE NOTIFICATION IS ACCURATE AND, UNDER PENALTY OF PERJURY, THAT THE COMPLAINING PARTY IS AUTHORIZED TO ACT ON BEHALF OF THE OWNER OF AN EXCLUSIVE RIGHT THAT IS ALLEGEDLY INFRINGED.**

**General**

1. **IF ANY OF THESE TERMS ARE DETERMINED TO BE ILLEGAL, INVALID OR OTHERWISE UNENFORCEABLE BY REASON OF THE LAWS OF ANY STATE OR COUNTRY IN WHICH THESE TERMS ARE INTENDED TO BE EFFECTIVE, THEN TO THE EXTENT AND WITHIN THE JURISDICTION IN WHICH THAT TERM IS ILLEGAL, INVALID OR UNENFORCEABLE, IT SHALL BE SEVERED AND DELETED FROM THESE TERMS AND THE REMAINING TERMS SHALL SURVIVE AND CONTINUE TO BE BINDING AND ENFORCEABLE.**
2. **THE FAILURE OR DELAY OF THE EENADU FM TO EXERCISE OR ENFORCE ANY RIGHT IN THESE TERMS DOES NOT WAIVE THE EENADU FM'S RIGHT TO ENFORCE THAT RIGHT.**
3. **THESE TERMS SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF INDIA.**
4. **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 THE WEB SITES/SERVICES. USE OF THE WEB SITE IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION THIS PARAGRAPH.**
5. **CHOOSING TO ACCESS OUR WEB SITE FROM ANY LOCATION OTHER THAN OUR SERVICE AREA, YOU ACCEPT FULL RESPONSIBILITY FOR COMPLIANCE WITH ALL LOCAL LAWS**
6. **NOTHING CONTAINED IN THE WEB SITE SHALL BE CONSTRUED AS GRANTING YOU ANY RIGHT, TITLE, INTEREST OR OTHER LICENSE IN OR TO ANY SOFTWARE EMBEDDED OR INTEGRATED INTO THE WEB SITE OR MADE AVAILABLE FOR DOWNLOAD FROM THE WEB SITE, INCLUDING, BUT NOT LIMITED, TO ANY INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE.**