

Terms and Conditions for the Hindu Helpline

Definitions

In the context of these terms and conditions, the following words shall have the following meanings:

- Hindu Helpline is an initiative of Vishva Hindu Parishad of Australia Inc. [ABN Number 78 862 155 168], an Australian not-for-profit organisation, having its registered office at NSW, 2155.
- "the Website" means Hindu Helpline website and includes any other website under the ownership and control of Vishva Hindu Parishad of Australia Inc., and the link to the terms and conditions mentioned hereinbelow.
- "the Material" means all the information, data, text, graphics, links or computer code published on, contained or available on the Website.
- "User" means the individual, firm, company, organisation, or any other body corporate accessing this website.

> Terms and conditions

- This Website is owned by the Vishva Hindu Parishad of Australia Inc. (hereinafter referred to as Hindu Helpline). Any use of the website (including but not limited to the registration, donations etc.), are subject to the terms and conditions mentioned on the website.
- Hindu Helpline may, at any time, at its sole discretion, modify or revise the terms and conditions at any time by updating the text of this page.

> Use of the Website

- The non-protected content of the website is available for free use by the public provided:
 - That the information/content is used for information purposes or for reproduction for personal use only. We strictly prohibit the use of our content for reproduction of any other website or for any commercial use and gain.
 - any links directed to the Hindu Helpline Website are notified and approved by the Hindu Helpline before such creation.
 - no part of the Website is copied, stored in a retrieval system, or transmitted in any form or by any means to any third party without the written permission of Hindu Helpline unless otherwise specified.
 - Requests for such written permission are to be made in writing to the address specified above and marked to the attention of Director, Hindu Helpline.



Copyright and trademarks

- This website is owned by the Hindu Helpline and is having the copyright to the website content.
- Any unauthorised use of the material including but not limited to reproduction, storage, modification, distribution or republication without the prior written consent of the Hindu Helpline is prohibited.
- Any tradename/trademark the Hindu Helpline may not be used without our prior written consent.
- Some content of the Hindu Helpline is stored as a database and thus attracts the database rights.

> Disclaimer

We provide only generic information. Users are requested to seek appropriate professional advice and not rely on the information provided on the website only. To the extent permissible by law, the Hindu Helpline will not accept any liability and shall not be held liable to any person relating to the use of the information as provided on the website.

> Target audience

Our target audience are the Australian Hindus and the acts related to them. The information provided on the website may not be appropriate for residents outside Australia.

We do not represent the accuracy, completeness or warranty of the information provided on the website. We also do not write information basis the individual requirements.

Accordingly, the responsibility of relying on the available information on the website shall vest with the individual using the same. Hence, the user is strongly advised to check or refer to the other/alternative available sources before reaching to conclusions.

> Warranty and indemnity

The users of the Hindu Helpline hereby warrants that the material/information provided in the website shall not be used in contravention of any applicable law or regulation or in a manner that will infringe the copyright, trademarks, service marks or other intellectual property rights of third parties or violate the privacy, publicity or other personal rights of others or in any defamatory, obscene, threatening, abusive or hateful manner.





The user also warrants and undertakes to indemnify the Hindu Helpline, its employees, volunteers and agents, harmless against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against the Hindu Helpline, its employees, officers and agents, as a result of any use of the Website, the Material or any part thereof for whatever purpose, to the fullest extent permitted by law.

> Limitation of liability

Notwithstanding, The Hindu Helpline shall not be held liable for any direct, indirect, monetary, disciplinary, unusual, incidental, or consequential damages whatsoever for any use of the website or information available.

> Third party websites

The third-party links provided on the website are for the user's convenience and the Hindu Helpline does not have any control over such websites and isn't responsible for the content provided on such websites.

This shall also not be construed as the endorsement of such websites. The users are requested to check and verify the authenticity of such websites before any use of content or information.

> Privacy and Data Protection

Our Privacy Policy Statement can be accessed here.

> Viruses

While we have taken our best possible efforts to eliminate any viruses and other potentially dangerous software from the website, it is advisable to the users to undertake all requisite measures prior to before using or downloading any information from the Website.

> Online Transactions

Please contact us at <u>contact@vhpsa.org.au</u> or email <u>HinduHelpline@vhpsa.org.au</u> for any fundraising queries.





> Encryption

We use the best encryption methodology for online transactions. However, we do not guarantee the safety of the online transactions. Any loss/damage incurred by any individual transmitting through any online mode is solely the responsibility of the said individual and no liability or damage, in any event, shall be borne by the Hindu Helpline. or any of its agents.

> Force majeure

The Hindu Helpline shall not be held responsible for any breach of any contractual terms or liabilities or for any loss or damage that may be caused to the other party due to any acts beyond control including without limited to any act of God, fire, storm, flood, lightening, disease/epidemic, strike, trade dispute, act of terrorism, any act or omission of government or regulatory bodies or communications operators.

> General

- The validity of the entire terms and conditions shall not be affected in case any of the provisions of the given terms and conditions becomes invalidated.
- These terms and conditions constitute the entire agreement between and supersedes all the previous or simultaneous communications in any form between the User and the Hindu Helpline.
- In case the Hindu Helpline fails to exercise or enforce any of its rights under these terms and conditions, the same shall not be deemed to be a waiver of any such rights or operate so as to bar the future acts or enforcement or any its existing rights.

> Jurisdiction

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These terms and conditions and the subsequent use of the website are governed by the laws of South Australia and exclusive jurisdiction of the South Australia shall prevail in all disputes pertaining to the use of Website and/or any transactions made on the Website, or these terms and conditions.

We are grateful for the support of Hon. <u>Jing Lee</u>, Assistant Minister to the Premier, <u>Department of Premier and Cabinet</u>, Government of South Australia to the Hindu Helpline because of which we are able to work towards the betterment of the Australian society.

