

# Idaratut Ta'reef al Shakhsi (ITS)

www.ITS52.com

**ITS Terms & Conditions** 

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. What's in these Terms?

These terms tell you the rules for using our website its52.com (our site).

2. Who we are and how to contact us

This website on its52.com is operated by Idaratut Ta'reef al Shakhsi which is referred to as "ITS", the "Trust", "us" or "we" throughout these terms and conditions. ITS is a department of Al Vazaratus Saifiyah, which is part of the Dawat -e- Hadiyah organisation whose head is the Dai Al Mutlaq, for purposes of

administering the affairs of the Dawoodi Bohra community.

ITS can be contacted at:

Idaratut Ta'reef al Shakhsi (ITS),

Amatullah Manzil, Ground Floor,

65, Bazargate Street, Fort,

Mumbai - 400001 India.

Email: support@its52.com

Telephone: +91 22 6807 5353 (Mon-Sat, 10am-6pm IST)

3. By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

4. There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

Our Privacy Policy - <a href="https://www.its52.com/imgs/Policy/ITS">https://www.its52.com/imgs/Policy/ITS</a> Privacy Policy.pdf

• Our Cookie Policy <a href="https://www.its52.com/imgs/Policy/ITS">https://www.its52.com/imgs/Policy/ITS</a> Cookie Policy.pdf, which sets out

information about the cookies on our site.

5. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms

to ensure you understand the terms that apply at that time.

6. We may make changes to our site

We may update and change our site from time to time, and will publish an update on the ITS52.com

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#### 7. We may suspend or withdraw our site

- Our site is made available free of charge.
- We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### 8. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

#### 9. You must keep your account details safe

- If you choose, or you are provided with a password as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- We have the right to disable any ITS account number or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- If you know or suspect that anyone other than you know your ITS password, you must promptly change the password, and notify us at <a href="mailto:support@its52.com">support@its52.com</a>

### 10. How you may use material on our site

- We are the owner or the licensee of all intellectual property rights on the ITS site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You may print off one copy, and may download extracts, of any page(s) from our site for your personal
  use. You must not modify the paper or digital copies of any materials you have printed off or
  downloaded in any way, and you must not use any illustrations, photographs, video or audio
  sequences or any graphics separately from any accompanying text. You may not download any video
  or audio files unless permission is expressly granted by us.
- You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

• If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. Reinstating suspended ITS accounts shall be at our sole discretion.

### 11. Website content

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

#### 12. We are not responsible for websites we link to

- Where our site contains links to other sites and resources provided by various departments, Idara's of
  Dawat-e-Hadiyah, and third parties including local Jamaats. these links are provided for your
  information only. Such links should not be interpreted as approval by us of those linked websites or
  information you may obtain from them.
- We have no control over the contents of those sites or resources.

#### 13. Our responsibility for loss or damage suffered by you

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This
  includes liability for death or personal injury caused by our negligence or the negligence of our
  employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you 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.
- Please note that we only provide our site for domestic and private use. You agree not to use our site
  for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of
  business, business interruption, or loss of business opportunity.

# 14. How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

https://www.its52.com/imgs/Policy/ITS\_Privacy\_Policy.pdf

### 15. Uploading content to our site

- Whenever you make use of a feature that allows you to upload content to our site, (and in consideration of allowing you access to the system) you agree that ITS owns all content once uploaded onto our system, and warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We do not store content which is unlawful.

#### 16. We are not responsible for viruses and you must not introduce them

- We do not guarantee that our site will be secure or free from bugs or viruses.
- You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We will report any attack to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

# 17. Rules about linking to our site

- You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- You must not establish a link to our site in any website that is not owned by you.
- Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our site other than that set out above, please contact us at <a href="mailto:support@its52.com">support@its52.com</a>