

Terms of Use

This Agreement governs the terms of use for the indiastockphotos website. Information regarding the rights and licenses on usage of royalty-free files is given in the Standard and Extended License Agreements.

This Site is owned and operated by Holycow Holidays LLP. Access to all Site files and functions is given to the User on the condition that he/she accepts and agrees with the Terms of Use of the Site. Use of the Site indicates the User's consent with these Terms. If the User does not agree with the current Terms of Use, he/she should leave the Site.

Indiastockphotos retains the right to revise and change the Terms of Use at any time without notification to the User. The User agrees that to gain full and updated information on the Terms of Use he/she should periodically review this section. The User's ongoing use of the Site after publication of any possible changes to the current Terms indicates the User's consent with the effective changes.

1. INTELLECTUAL PROPERTY

All of the Site assets, including the system of organization and presentation of the files at the Site, are the property of indiastockphotos and its shareholders, and are protected by legal and subordinate acts relating to intellectual property including but not limited to copyright laws and other similar laws. In case of absence of a separate written agreement with indiastockphotos (such as the Standard License Agreement), unconditioned use of the files offered at the Site without written permission of indiastockphotos is prohibited. Files available at the Site may be copied and used for private use by the User solely for non-commercial or educational purposes only. Also, it is forbidden to change the files in any way (for example, to delete or hide copyright marks). The User has no right to create derivative works from the files presented at the Site or use them otherwise.

2. CONFIDENTIALTY

Indiastockphotos respects the confidentiality of private and personal information of all cooperating parties. For more information about the procedure of collection, use and disclosure of the User's confidential information, refer to the Privacy Policy. The User is advised to become familiar with this document.

3. SITE UPDATES

Indiastockphotos regularly updates technical, content and other information on the Site. Nevertheless, indiastockphotos makes no claim guaranteeing the completeness, accuracy and compliance of the information given at the Site. Indiastockphotos is able to add, review or delete information, resources and services posted on the Site. Also, indiastockphotos reserves the right to make changes to the Site without prior notification.

4. LINKS TO OTHER SITES

There may be links to third-party sites on the Site. Such links are given solely for the User's convenience. Their presence does not mean that they are recommended or endorsed by indiastockphotos. Also, indiastockphotos does not warrant their safety and accordance with the User's expectations. Indiastockphotos shall not bear any liability in case of any damages or losses, direct or implicit, due to a visitation originating from indiastockphotos, or to the use of services available from third-party sites.

5. SOFTWARE AND COMPUTERS VIRUSES

At times, site failures may happen due to Internet connection, software operation, data transmission, etc., and it is possible that incorrect or incomplete copy of the information contained at the Site pages may occur. Similarly, the Site pages may contain malicious code or programs infected with computer viruses. Indiastockphotos is not responsible and bears no liabilities connected to the work of any software, the presence of any computer viruses or other elements with malicious code, the presence of destructive or unsafe files that can be distributed or otherwise affect software and hardware upon the User's review of the Site, the access to any information on the Site, or the downloading of any files from the Site. Indiastockphotos strongly encourage the use of anti-virus software or other protective programs during interaction with all web sites.

6. FILES PRESENTATION FORMAT

The Site content and the Site itself are provided for review and use without any personal interference from the side of the Site holders (except pre-moderation), conditions and warranties of any kind, expressed or implied. These warranties include conditions and warranties of merchantability. Indiastockphotos does not guarantee that the Site content, its work or the Site as a whole will meet the expectations and requirements of the User, nor that the process of its usage will be faultless and without interruption for reason.

7. LIABILITY LIMITATION

The User confirms that he/she understands and takes responsibility and assumes all risk resulting from the use of the Site without limitations. Indiastockphotos and also its employees, management, partners, shareholders, and agents do not bear responsibility for failures of any kind or shutdown of the Site resulting in loss of business information, profit or other financial losses due to claims of any kind, losses, petitions, actions or other events occurring due to validity of these Terms of Use, including without limitations the Site navigation, use, access to any files or their parts, as well as any rights including even in the event indiastockphotos was advised of the theoretical possibility of such damages, irrespective of whether the occurring event and damage were the result of infringement on intellectual or any other property, based on a breach of law, negligence, contract liabilities or other similar cases and situations, or not. Total aggregate liability of indiastockphotos in connection with the use of the Site, in whole or in part, or its content in money equivalent shall not exceed ten US dollars (\$10.00).

8. INDEMNIFICATION

Consenting to the terms of this Agreement, the User agrees to indemnify, defend and hold Deposit photos, its affiliates, its Content contributors and their respective directors, officers, employees, shareholders, partners and agents (collectively, the "Deposit photos parties") harmless from and against all claims, liability, losses, damages, costs and expenses (including reasonable legal fees) incurred by any Deposit photos Party as a result of, or in connection with, any breach or alleged breach by the User or anyone acting on the User's behalf of any of the terms of this Agreement.

9. PROCEDURE OF NOTIFICATION AND PRESENTATION OF INFRINGEMENT CLAIMS

Indiastockphotos respects intellectual property laws and expects all users to follow the same principles. In the event the User believes his/her intellectual property has been copied and used in violation of his/her rights or User's intellectual property rights have been breached otherwise, he/she should submit a written communication to indiastockphotos including the following information: Physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property in question; Description of the work or other kind of intellectual property belonging to the owner that the User claims has been breached; Description of the place at the Site where this material was placed; The e-mail address, phone number and physical address of the User; The User's application including a reasonable supposition that the disputed usage is not allowed by the law or copyright owner; A statement corresponding to one made under oath that the information presented by the User is reliable and correct and that the statement author is a person who is authorized to act on behalf of the copyright owner or is the owner himself/herself. The letter including all of the above data should be addressed to the CEO of indiastockphotos and submitted through Contact us or by e-mail at info@holycowholidays.in.

10. APPLICABLE LAW

The validity, interpretation and enforcement of this Terms of Use, matters arising out of or related to performance or breach of this Terms of Use, and related matters shall be governed by the internal laws of India (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of this Terms of Use, matters arising out of or related to performance or breach of this Terms of Use, and related matters, shall be brought exclusively in the courts located in the New Delhi, India. All parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such venues. The United Nations Convention on Contracts for the Sale of Goods does not apply to or otherwise affect this Terms of Use.

11. GENERAL PROVISIONS

Indiastockphotos's failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. If any provision of the Terms of Use can not be fulfilled completely or partially at the territory of a certain country, and the parties are not able to come to an agreement, the parties agree to settle all such matters by judicial process. In this case the court may select the closest statutory provisions, according to which the provision of the Terms of Use can be fulfilled partially or in full.

12. CONTACT US

For any questions in connection with the provisions of this document, please contact indiastockphotos using the contact information below. Contact information: E-mail: info@holycowholidays.in Or use this link [Contact Us](#).

13. ACKNOWLEDEMENT

IN ACCEPTING THIS AGREEMENT, THE USER ACKNOWLEDGES THAT THE USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING

TO IT. IN CONSIDERATION OF INDIASTOCKPHOTOS AGREEING TO PROVIDE THE CONTENT, USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. USER FURTHER AGREES THAT THIS IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN USER AND INDIASTOCKPHOTOS, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN USER AND INDIASTOCKPHOTOS RELATING TO THE SUBJECT OF THIS AGREEMENT.