

Terms of service

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1. GENERAL RULES AND DEFINITIONS

1.1 If you choose to use DailyKashmirPage.com (together with its version via the Tor Onion Service, the "Site"), DKP's mobile sites and applications, any of the features of this Site, including but not limited to RSS, API, software and other downloads (collectively, the "Services"), you will be agreeing to abide by all of the terms and conditions of these Terms of Service between you and The Daily Kashmir Page Company ("DKP", "us" or "we").

1.2 We may change, add or remove portions of these Terms of Service at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms of Service prior to each use of the Site and by continuing to use this Site, you agree to any changes.

1.3 IF ANY OF THESE RULES OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, YOU MAY CANCEL YOUR MEMBERSHIP BY SENDING EMAIL TO: helpdesk@DailyKashmirPage.com, Subject Attn: Cancel.

(SEE SECTION 10.1 REGARDING TERMINATION OF SERVICE). YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF NOTICE OF ANY CHANGES IN THESE OPERATING RULES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH RULES, CHANGES, OR MODIFICATIONS.

1.4 We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any Services feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

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3. USER GENERATED CONTENT: SUBMISSIONS INCLUDING COMMENTS, READER REVIEWS AND MORE

3.1 You shall not upload to, or distribute or otherwise publish on to the Services any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material.

Be courteous. You agree that you will not threaten or verbally abuse other members, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages or "spam."

Use respectful language. Like any community, the online conversation flourishes only when our Members feel welcome and safe. You agree not to use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds for immediate and permanent suspension of access to all or part of the Services.

Debate, but don't attack. In a community full of opinions and preferences, people always disagree. DKP encourages active discussions and welcomes heated debate on the Services, but personal attacks are a direct violation of these Terms of Service and are grounds for immediate and permanent suspension of access to all or part of the Service.

3.2 The Services shall be used only in a noncommercial manner. You shall not, without the express approval of DKP, distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services.

3.3 You acknowledge that any submissions you make to the Services (i.e., user-generated content including but not limited to: comments, forum messages, reviews, text, video, audio and photographs, as well as computer code and applications) (each, a "Submission") may be edited, removed, modified, published, transmitted, and displayed by The Daily Kashmir Page Company and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. Submissions made to the Services may also be included in our RSS feeds, APIs and made available for republishing through other formats.

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3.5 You are solely responsible for the content of your Submissions. However, while DKP does not and cannot review every Submission and is not responsible for the content of these messages, DKP reserves the right to delete, move, or edit Submissions that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable.

3.6 By making a Submission, you are consenting to its display and publication on the Site and in the Services and for related online and offline promotional uses.

3.7 Any person involved in or affiliated with the production of a work reviewed on DailyKashmirPage.com or elsewhere in the Services may not submit a Readers' Review for that work or competing works.

4. USE OF THE SERVICES

4.1 You may not access or use, or attempt to access or use, the Services to take any action that could harm us or a third party. You may not access parts of the Services to which you are not authorized. You may not attempt to circumvent any restriction or condition imposed on your use or access, or do anything that could disable or damage the functioning or appearance of the Services, including the presentation or display of advertising. Being exposed to advertising is a condition of accessing the Services.

4.2 The Services contain links to other related internet sites, resources, and advertisers. Since we are not responsible for the availability of these outside resources, or their contents, you should direct any concerns regarding any external link to such site.

5. REPRESENTATIONS AND WARRANTIES

5.1 You represent, warrant and covenant (a) that no materials of any kind submitted through your account will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you are at least thirteen years old. You hereby indemnify, defend and hold harmless DKP and all officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your account of these Terms of Service or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. DKP reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

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6. REGISTRATION AND SECURITY

6.1 As part of the registration or account creation process, you will create login credentials by selecting a password and providing an email address. You also have to give us certain registration information, all of which must be accurate and updated.

Each registration is for a single user only. You are not allowed to share your registration login credentials or give your login credentials to anyone else. We may cancel or suspend your access to the DKP Services if you share your login credentials. You are responsible for maintaining the confidentiality of your password, which you will not have to reveal to any representative or agent of DKP. You may not (i) select or use the login credentials of another person with the intent to impersonate that person; (ii) use login credentials in which another person has rights without such person's authorization; or (iii) use login credentials that we, in our sole discretion, deem offensive. Failure to comply with the foregoing shall constitute a breach of these Terms of Service, which may result in immediate suspension or termination of your account.

6.2 Please notify helpdesk@DailyKashmirPage.com of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information.

6.3 You must be 13 years or older to subscribe to all parts of the Services.

6.4 You are responsible for all usage or activity on your DailyKashmirPage.com account, including use of the account by any third party authorized by you to use your login credentials. Any fraudulent, abusive, or otherwise illegal activity may be grounds

for termination of your account, at our sole discretion, and we may refer you to appropriate law enforcement agencies.

7. FEES AND PAYMENTS

7.1. We reserve the right at any time to charge fees for access to portions of the Services or the Services as a whole. However, in no event will you be charged for access to the Services unless we obtain your prior agreement to pay such charges. Thus, if at any time we require a fee for portions of the Services that are now free, we will give you advance notice of such fees. You may cancel your account at any time. All new fees, if any, will be posted prominently on the Site and in other appropriate locations on the Service. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to charges for any digital products or services offered for sale through the Services by us or by any other vendor or service provider. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes relating to use of the Services through your account.

8. SOFTWARE LICENSES

8.1 You shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access the Services ("Software"). You may not sublicense, assign or transfer any licenses granted by DailyKashmirPage.com, and any attempt at such sublicense, assignment or transfer shall be null and void. You may make one copy of such software for archival purposes only. You may not otherwise copy, distribute, modify, reverse engineer, or create derivative works from Software.

9. TERMINATION

9.1 You may terminate your account at any time by email us at helpdesk@DailyKashmirPage.com. Upon termination, you will receive an automated confirmation via email that the cancellation was processed, and your access will be suspended within 24 hours.

9.2 DKP may, in its sole discretion, terminate or suspend your access to all or part of the Services for any reason, including, without limitation, breach or assignment of these Terms of Service.

10. MISCELLANEOUS

10.1 These Terms of Service have been made in and shall be construed and enforced in accordance with Pakistan Law. Any action to enforce these Terms of Service shall be brought in the courts located in Islamabad City.

10.2 Nothing in these Terms of Service will serve to preempt the promises made in the [Privacy Policy](#).

10.3 Correspondence should be sent to helpdesk@DailyKashmirPage.com.

10.4 If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us the following information. Please be advised that to be effective, the Notice must include ALL of the following:

1. a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Site;
4. your address, telephone number, and email address and all other information reasonably sufficient to permit us to contact you;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be directed to:

By mail:

The Daily Kashmir Page
H. 996, 42 Street, Phase III
Islamabad, Pakistan
Attention: General Counsel

By email: helpdesk@DailyKashmirPage.com

Subject: Copyrights