

# Terms of Usage

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This user agreement (“**Agreement**”) is an agreement between you and house of zinc, a brand owned by House of Zinc. (“hereinafter referred as “**Owner**”) are subject to the following Terms and Conditions (hereinafter referred as “**Terms of Usage**”). Following are the Terms of Usage governing your use of this website including all pages, tabs, photographs, blogs (the “**Website.**”) This Agreement governs your access and use of this Website and applies to all the visitors, members and others including without limitation browsers, merchants, vendors who access the Website (“**Users.**”)

## 1. Definitions:

- a. Authorised Personnel means those person(s) authorised by the House of Zinc./Zoom In Inc./Zinc. Tales to carry out their respective functions as per the objective of the Zinc.
- b. Chai Copy means the digital newsletter published by Zinc. Tales unit.
- c. House of Zinc., means the collective of photographers and artists administered by the Owner which monitors the photography and literary units of Zinc.
- d. Humans of Dsnlu means the blog project published by Zinc. Tales unit.
- e. Owner, Us, We: The Owner, as the creator, operator and publisher of the Website, and certain services on it, available to the Users. House of Zinc., Zinc., Zoom In Inc, Zinc. Tales, Humans of Dsnlu, Chai Copy, Us, We, Our, Ours and other first-person pronouns will refer to the Owner.
- f. Website means the website administered by the Owner under its name with the following web address [www.thehouseofzinc.com](http://www.thehouseofzinc.com)
- g. You, User: You, as the user of the Website, will be referred to throughout the Terms of Usage with second person pronouns such as You, Your, Yours or as User. For the purpose of these Terms of Usage, the term “User” or “You” shall mean any natural or legal person who is accessing the Website. The term “You” shall be construed accordingly.
- h. Zinc Tales means the literary unit of the House of Zinc which administers the Humans of Dsnlu, Zinc Tales Magazine and Chai Copy projects currently operating in the Damodaram Sanjivayya National Law University, Visakhapatnam.
- i. Zinc. Social Media Platforms means the official social media platforms administered by respective units of the House of Zinc. They are as following (i) Facebook - Dsnlu Zoom In Inc., (ii) Instagram - zincedsnlu, humansofdsnlu and House of Zinc Website.
- j. Zinc. Tales Magazine means the flagship annual magazine published by Zinc. Tales unit.
- k. Zoom In Inc. means the photography unit of the House of Zinc currently operating in the Damodaram Sanjivayya National Law University, Visakhapatnam. The word ‘Zoom In Inc.’ is just an indicative term and not an incorporated company in any jurisdiction as per the applicable laws.

2. Assent and Acceptance: By using this Website, you warrant that you have read and reviewed these Terms of Usage and that you agree to bound by it.

3. Content:

- a. You understand that all the written text, illustrations, drawings, digital art, photographs and/or videos (hereinafter referred as “**Content**”) which you may have access to, or through your use of, the Services solely in connection with your use of the Website is the the copyright of the Owner. You agree not to collect information of the other Users from the Website or download or copy any information posted on the Website for commercial use without written consent from the Owner. However, the Users may download their photographs for the record keeping and non-commercial purposes only.
- b. For Humans of Dsnlu - In the event of you are submitting any Content to the Humans of Dsnlu blog posts, you are responsible for any Content you provide to Humans of Dsnlu, including compliance with applicable laws, rules, and regulations. All Content is the sole responsibility of such individual who originated such Content. At the behest of individual we shall post content anonymously and the content may be moderated for any cosmetic changes in the language by taking the consent from the concerned individual. You should only provide Content that you are comfortable sharing with others. Any use or reliance on any Content or materials posted on our Social Media platforms or obtained by you through the Social Media is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content posted on the Social Media or endorse any opinions expressed via Social Media. You understand that by accessing Humans of Dsnlu blog posts, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Owner reserves the right to remove Content that violates copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. The views/ thoughts/ opinions expressed by individuals featured on Humans of Dsnlu have been shared with the full knowledge and consent of such individual and are solely their own and Owner does not claim any responsibility/ ownership or liability for the same. Owner shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential, or otherwise).

4. Intellectual Property:

- a. You agree that the Website and all other Services provided are the property of the Owner including the photographs taken by the members of the Zoom In Inc. and the blog posts, magazines, newsletters, etc. created by the members of the Zinc. Tales team and you agree that the Owner owns all the copyrights, trademarks, trade secrets, and other intellectual property pursuant to the Content created by the members of House of Zinc (“**Owner IP**”). You agree not to use the Owner IP for unlawful or infringing purposes. You agree not to distribute the Owner IP for commercial purposes in anyway, including electronically without express, written permission from the Owner.
- b. By accepting the Terms of Usage hereunder, you agree that the Owner does not transfer/ assign the title of the Website to you and nothing in these Terms of Usage shall imply that any right, title, and interest (including but not limited to Owner IP) stands transferred/ assigned to you by the Owner, we retain the full and complete right over all the Content hosted on the Zinc Social Media platforms.

5. Restrictions on use of Zinc. Social Media Platforms: You are not permitted to and shall not do any of the following acts without the explicit and written consent from the Owner.
- a. Distribute, sell, supply, modify, adapt, amend, incorporate, merge, or otherwise alter the Content hosted on the Social Media Platforms;
  - b. Prohibited from performing Data Aggregation services, or de-identifying (or re-identifying), selling, distributing, commercially exploiting, aggregating, data mining, analysing, benchmarking of the photographs hosted via Zinc. Social Media Platforms;
  - c. Access or attempt to access any Content that you are not authorised to access by any means;
  - d. Alter or modify any part of the Services provided by House of Zinc; and
  - e. Disrupt or interfere with the security of, or otherwise cause harm to the Website or gain unauthorised access to the passwords, servers, or networks connected to or accessible to Website or any affiliated linked sites.
6. Disclaimers:
- a. The posting of Content may provide links to other websites or resources. Given that we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any information available from such sites. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such information or services available on or through any such site or resource.
  - b. You expressly understand and agree that, to the maximum extent permitted by applicable law, the Website and the Services provided by House of Zinc. are provided on an “as-is” and “as available basis” for your use, without warranties of any kind, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, title, non-infringement, and those arising from course of dealing or usage of trade.
  - c. Your use of information or Content on this Website or otherwise obtained through use of Zinc Social Media Platforms is entirely at your own risk, for which we shall not be liable.
  - d. The Owner assumes no responsibility for the accuracy, completeness or usefulness of information, blog posts, photographs hosted on the Zinc Social Media Platforms.
  - e. In no event shall we be liable to you for any special, incidental or consequential damages, including but not limited to any lost profits (however arising, whether under contract, strict liability, or tort, incising negligence) arising out of or in connection with this Agreement.
7. Photography Consent: You hereby give consent for any photographs that include you in the image, taken by the Authorised Personnel of Zoom In Inc., to be used on House of Zinc. Social Media Platforms, whether now known or hereafter edited, for the purpose of publication, publicity and promotion including for example, but not limited to, the House of Zinc Website, promotional material, exhibitions and third party publications. You may decline/withdraw this permission by informing the House of Zinc. in writing. Any photographs depicting people are posted on the Website or Zinc. Social Media Platforms for viewing purpose. They will be held in perpetuity, and will only be destroyed/ deleted if you request us to do so in writing to [ops.houseofzinc@gmail.com](mailto:ops.houseofzinc@gmail.com) or [zinc@dsnlu.ac.in](mailto:zinc@dsnlu.ac.in)

8. Data Protection: The Owner undertakes to adopt appropriate technical and organisational measures in order to safeguard personal data, with particular regard to ensuring information is secure, accurate, kept only as reasonably necessary and only accessed by Authorised Personnel. Owner will not pass on details to any third party, nor send marketing communication to any individual who has requested their details not to be used for such purpose. Confidential information shall not include information that: (i) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the other party contrary to the terms of this agreement); or (ii) was lawfully in the possession of the other party, free of any restriction as to its use or disclosure prior to its being so disclosed. You have the right to receive details of your personal information held by House of Zinc. However, we cannot guarantee that unauthorised third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
  
9. Service Interruptions: The Owner may need to interrupt your access to the Website to perform the maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website may be affected by unanticipated downtime, for any reason, but that the Owner shall have no liability for any damage or loss caused as a result of such downtime.
  
10. Governing Law: This Agreement will be governed by and interrupted in accordance with the laws of Republic of India. In the event of any dispute arising out of or in relation to this Agreement, If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
  
11. Modification: The Owner may time to time without notice to you, modify these Terms of Usage. You agree that the Owner has the right to modify or revise anything contained herein. You further agree that all modifications to these Terms of Usage are in full force and effect immediately upon posting on the Website.
  
12. Entire Agreement: This Agreement and its exhibits if any, which are incorporated into this Agreement by this reference, constitute the entire Agreement between the Parties.

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Last Updated on 14.06.2023