

WEBSITE TERMS AND CONDITIONS

NO RELIANCE

Whilst Bollywood.ie has endeavoured to ensure the accuracy of the information accessed via the Website, it does not guarantee or give any warranty as to the truth, accuracy, timeliness, safety, reliability, compliance, quality or function, or completeness of any information or material on the Website. In any case, Bollywood reserves the right to remove any item which it believes to be in breach of these Terms or which does not comply with any applicable legislation.

YOUR OBLIGATIONS AND WARRANTIES

You warrant that any details provided by you and/or any use of the Website by you, any communication with any potential buyer or swapper and any sale or swap (a) shall not infringe the intellectual property or other rights of any third party, (b) is not libellous or defamatory, (c) shall not otherwise result in injury or damage to obscene, pomographic, insulting, false, unreliable or misleading. You agree that you are responsible for sending accurate details to Bollywood.ie.

PRIVACY POLICY

The privacy policy also forms part of these Terms and you agree that we may use your personal data as set out in the privacy policy.

LINK TO THE WEBSITE

Websites or pages to which the Website is linked are for information only and have not been reviewed by Bollywood.ie. Bollywood.ie has no responsibility for the content of the websites or pages linked or linking to this website, and Bollywood.ie accepts no responsibility or liability for any losses or penalties what so ever that may be incurred as a result of any linking to any location on any linked websites.

INTELLECTUAL PROPERTY

The Website, including (but not limited to) text, content, software, video, music, sound, graphics, photographs, illustrations, at work, photographs, names, logos, trademarks, service marks and other material ("Content") is protected by copyrights, trade marks and/or other proprietary rights. The Content includes both content owned or controlled by Bollywood.ie and content owned or controlled by third parties and licensed to Bollywood.ie. All individual articles, reports, and other elements making up the Website may be copyright works. You agree to abide by all additional copyright notices or restrictions contained in the Website.

You may not use any of Bollywood.ie's trade marks or trade names without Bollywood.ie's consent and you acknowledge that you have no ownership rights in and to any of those names and marks. You agree to notify Bollywood.ie in writing promptly upon becoming aware of any unauthorized access to or use of the Website by any party or of any claim that the Website or any of the contents of the Website infringes any copyright, trade mark, or other contractual, statutory or common law rights of any party.

LICENSE AND DOWNLOAD RIGHTS

You acquire no rights or licenses in or to the Website and/or the Content other than the limited right to use the Website in accordance with these Terms and to download on the terms set out in this section.

Other than as set out in this section you may not copy, reproduce, recompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit, or in any other way exploit any part of the Website.

Download is permitted by Bollywood.ie provided only that:

- (i) you make no more than one printed copy of such download and no further copies of such printed copy are made;
- (ii) you make only personal, non-commercial use of such download and/or printed copy; and
- (iii) you retain on such download and/or printed copy all copyright notices and shall remain bound by the terms of such wording and notices.

Additionally, you may not offer for sale or sell or distribute over any other medium (including distribution by over-the-air television or radio broadcast or distribution on a computer network) the Content or any part thereof. You may not make any part of the Website available as part of another website, whether by hyperlink framing on the Internet or otherwise. The Website and the information contained therein may not be used to construct a database of any kind, nor may the Website be stored (in its entirety in any part) in databases for access by you or any third party or to distribute any database websites containing all or part of the Website.

RELATIONSHIP BETWEEN THE PARTIES

Bollywood.ie does not have any partnership, joint venture or other similar relationship with any buyer.

PERMISSIONS

If you would like information about obtaining Bollywood.ie's permission to use any of the Content or if you would like to link your website to the Website, e-mail at contact@bollywood.ie

NO WARRANTY

The Website and the Content are provided "as is" excluding any warranties of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law including (but not limited to) the exclusion of warranties of title, merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of proprietary or third party rights. Bollywood.ie further accepts no responsibility or liability for functions contained on will be corrected. Please note that some jurisdictions do not allow the exclusion of implied warranties, so some or all of the above exclusions may apply to you. Bollywood.ie does not warrant that the Website is compatible with your computer equipment or that the Website or its server is free of Bollywood.ie or viruses, worms or "Trojan horses" and Bollywood.ie is not liable for any damage you may suffer as a result of such destructive features.

Bollywood.ie shall not be held responsible for Content provided by third parties. Bollywood.ie is also not responsible for the reliability or continued availability of the telephone lines and equipment you use to access the website. These Terms do not affect your statutory rights or your legal rights as a customer.

COPYRIGHT INFRINGEMENT AND COPYRIGHT AGENT

Bollywood.ie may, in appropriate circumstances and at its discretion, remove, or disable access to, material on the Website that infringes on the rights of others.

If you believe that your work has been used on the Website in a manner that constitutes copyright infringement, please send Bollywood.ie an e-mail to contact@bollywood.ie setting out details of the alleged infringement.

LIMITATION OF LIABILITY

You acknowledge that your use of the Website, including the Content, is at your own risk. If you are dissatisfied with the Website, the Terms or any of the Content your sole remedy is to discontinue use of the Website. Save in respect of fraud and of personal injury or death to the extent it results from Bollywood.ie's negligence, in no event will Bollywood.ie be liable to you or any third party for any direct, special, indirect, consequential or incidental damages, exemplary or lost profits, or another damages of any kind whether based on warranty, contract, tort (including negligence) or otherwise, even if Bollywood.ie has been advised of the possibility thereof. Applicable law may not allow the limitation or exclusion of liability for consequential or incidental damages, so this limitation or exclusion may not apply to you.

LOCAL LAWS AND REGULATIONS

The Website is not directed at any person in any jurisdiction where for any reason the publication or availability of the Website is prohibited. Those in respect of whom such prohibitions apply must not access the Website. Bollywood.ie does not represent that either the Website or the Content are appropriate for use of permitted by local laws in all jurisdictions. Those who access the Website do so on their own initiative and are responsible for compliance with applicable local law.

INDEMNITY

You agree to indemnify, defend, and hold harmless each of Bollywood.ie, its employees, representatives and agents, from and against any claims, actions, demands or other proceedings brought against any of Bollywood.ie, its employees, representatives or agents, by a third party, to the extent that such claim, suit, action or other proceeding brought against Bollywood.ie its employees, representatives, suppliers, or agents is based on or arises in connection with:

- (i) your use of the Website;
- (ii) any breach by you of the Terms;
- (iii) a claim that any use of the Website by you
 - (aa) infringes any intellectual property rights of any third party, or any right of personality of publicity, or
 - (bb) is libelous or defamatory, or otherwise results in injury or damage to any third party;

(iv) any deletions, additions, insertions, or alterations to, or any unauthorized use of, the Website by you; or
(v) any misrepresentation or breach of representation or warranty made by you contained herein. References in this section of the Terms to your use of the Website shall be deemed to include any use by a third party where such a third party accesses the Website using your computer.
You agree to pay Bollywood.ie, its employees, representatives, and agents any and all costs, damages, and expenses (including reasonable legal fees) awarded against any of them or otherwise incurred by any of them in connection with or arising from any such third party claim, suit, action or proceeding attributable to any such third party claim.

TERMINATION

Bollywood.ie may terminate these terms with or without cause at any time. Bollywood.ie, in its sole discretion, may also at any time terminate or suspend your access to all or part of the Website if it believes that your conduct is in contravention of any applicable law or is harmful to the interests of Bollywood.ie, any other user, third party provider, sponsor, advertiser or service provider.

CHANGES TO THE WEBSITE

You accept that Bollywood.ie has, at its sole discretion, the right to change the content or technical specifications of any aspect of the Website at any time. You further accept that such changes may result in your being unable to access the website.

WAIVER

No waiver by Bollywood.ie of any breach of any obligation arising under these Terms shall constitute a waiver of any other breach and no failure to exercise or partial exercise by Bollywood.ie of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

GOVERNING LAW AND JURISDICTION

The Terms are governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

NO OBLIGATION TO MONITOR

Bollywood.ie does not control the information delivered to the Website and has no obligation to monitor the same. Bollywood.ie is a distributor and not a publisher of content supplied by third parties and users and such not exert any editorial control over this Content. Bollywood.ie is not responsible for screening, monitoring or editing such Content. If notified of any alleged infringing, defamatory or illegal Content, Bollywood.ie may determine in its sole discretion whether or not to retain or remove such Content from the Website. However, Bollywood.ie reserves the right at all times to disclose any information necessary to satisfy any applicable law, regulation, legal process, police request of governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, for any reason whatsoever, in Bollywood.ie's sole discretion.

NO ENDORSEMENT

Bollywood.ie does not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any communications posted to the Website or endorses any opinions expressed in any communications. You acknowledge that any reliance on material posted in the Website will be at your own risk.

PRIVACY

You acknowledge that the Website is public and not private, and that therefore others may read your communications without your knowledge. Always use caution when giving out any personally identifying information about yourself or your children. If particular web pages permit the submission of communications that will be treated by Bollywood.ie as confidential, that fact will be stated on these pages.

LICENSE GRANT

By Posting communications on or through the Website, you automatically grant Bollywood.ie a royalty-free, per-petual, irrevocable, non-exclusive license to use, copy, reproduce, modify, publish, edit, translate, distribute, perform, and display the communication alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sub-license such rights through multiple tiers of sub-licenses. The foregoing grants shall include the right to exploit any proprietary rights in such communication, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant, jurisdiction.

MISCELLANEOUS

It is a crime to use a false name or a known invalid credit card number to order any product. If you are found to be willfully entering a fictitious or erroneous order then you shall be prosecuted. You should be aware that each electronic entry carries the computer coding of the internet provider through which the individual user can be traced.

It is assumed that you agree to receive updates from Bollywood.ie on an ongoing basis. If otherwise please inform our customer service for the same.