TERMS OF USE

This document is published in accordance with the provisions of Information Technology Act 2000 and related amendments thereafter that require publishing the rules and regulations, Privacy Policy and Terms of Use for access or usage of www.heromotocorp.com App through a user agreement.

These Terms of Use along with Privacy Policy and Disclaimer are a legally binding document between you and us and lays out the terms, conditions and rules, as maybe amended and supplemented, from time to time (“Terms”) which shall be applicable to your present and future access and use of the this App.

This user agreement (“Terms and Conditions” or "T&C" or “Terms” or "Agreement") is between You (“You” or “End User” or “or “User”, “Registered User”) and Hero MotoCorp Limited (“Company” or “Us” or “We” or “HERO”).

Notwithstanding anything contained or said in any other document, if there is a conflict between the terms mentioned herein below and any other document, the terms contained in the present Terms of Use shall alone prevail for the purposes of usage of the App.

**1. INTRODUCTION**

This App is owned and operated by Hero MotoCorp Limited.

**2. ELIGIBILITY OF USER**

Usage/browsing on the App is free for visitors. HERO does not charge any fee for browsing the App.

Use of this App, is allowed only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you are not eligible to use the App and may only use the App with the involvement of a parent or guardian.

HERO reserves the right to terminate your login, if any and / or refuse to provide you with access to the App if it is brought to HERO's notice or if it is discovered that you are under the age of 18 years and/or violates any provision of the Terms of Use.

**3. THESE TERMS & CONDITIONS MAY CHANGE**

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, Privacy policy, at any time without any prior written notice to you. For this reason, we encourage you to review these Terms of Use every time you visit or use our App.

**4. USER RESPONSIBILITY AND REGISTRATION OBLIGATIONS**

a. We reserve the right to terminate your login Account, if any and/or refuse to provide you with access to the App if it is brought to our notice that user is not an eligible user or for any other reason at HERO’s discretion. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete or not in accordance with these Terms of Use, we shall have the right to indefinitely suspend or terminate or block access of your user account on the App and refuse to provide you with access/use to/of the App.

b. If you or HERO terminates your use of the App or any service therein, HERO may delete any content or other materials relating to your use of the App and will have no liability to You or any third party for doing so. In case you have created a login for the App, you are solely responsible for maintaining the confidentiality of your user ID/your account/display name and password and for restricting access to your computer or any other device used to access the App to prevent unauthorized access to your account and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. You agree to accept responsibility for all activities that occur under your account and password. User can also deregister and delete account from App with or without cause /reason.

c. Use of the App:

You agree, undertake and confirm that your use of App shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:

* belongs to another person and to which you do not have any right to use;
* is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic or menacing, libellous, invasive of another's privacy, hateful, racial, ethnically objectionable, disparaging, relating or encouraging money laundering, gambling or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
* is misleading in any way;
* is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
* harasses or advocates harassment of another person;
* involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
* promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
* infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
* promotes an illegal or unauthorized copy of another person's copyrighted work (see "Intellectual Property Right Complaints" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links.
* contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
* provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
* provides instructional information about illegal activities, violating someone's privacy, or providing or creating computer viruses;
* contains video, photographs, or images of another person;
* tries to gain unauthorized access or exceeds the scope of authorized access to the App or to profiles, blogs, account information, bulletins, or other areas of the App or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
* interferes with another user's use and enjoyment of the App or any other individual's user and enjoyment of similar services;
* refers to any App or URL that, in our sole discretion, contains material that is inappropriate for the App or any other App, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
* harm minors in any way;
* infringes any patent, trademark, copyright, trade secret or other proprietary rights of HERO or any third party;
* violates any law for the time being in force;
* deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
* impersonate another person;
* contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel bots, easter eggs or any other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
* threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
* shall not be false, inaccurate or misleading;
* shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
* shall not create liability for us or cause us to lose (in whole or in part) the services of our internet service provider ("ISPs") or other suppliers;

2. If you believe that any content on the App is affected due to above points, you shall immediately notify us in writing. HERO will make all reasonable endeavours to remove such content complained about within a reasonable time.

3. Any non-compliance of use of App would be dealt as per the policy.

**5. PRIVACY**

a) We view protection of your privacy as a very important principle. We clearly understand that you and your Personal Information is one of our most important assets. Privacy policy applicable on this App. If you object to our current Privacy Policy and your information being transferred or used in the way described in Privacy Policy please do not use the App.

**6. ELECTRONIC COMMUNICATIONS**

When you visit the App or send e-mails to us, you are communicating with us electronically. We may communicate with you by e-mail, SMS, phone call or by posting notices on the App or by any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages) from us with respect to your use of the App.

**7. INTELLECTUAL PROPERTY RIGHTS/ TRADEMARK, COPYRIGHT AND RESTRICTION**

All content included on the App, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of HERO and/or, its affiliates or its content suppliers and is protected under trademark and copyright laws and other relevant law(s) as applicable from time to time.

You shall not extract or re-utilise parts of the contents of the App without HERO and / or its affiliates (as may be applicable) In particular, you shall not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any parts of this App. You shall also not create and/ or publish your own database that features any / or substantial (eg: prices and product listings etc.) parts of this App

**8. INTELLECTUAL PROPERTY RIGHTS COMPLAINTS**

HERO respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes any Intellectual Property Right infringement, please address a complaint to the Grievance Officer whose contact details are mentioned at the end of the Terms of Use.

**9. PRODUCT COMPLIANCE**

Products displayed on the HERO App are manufactured/ procured as per the applicable Local Laws of India and are in conformity with the required Indian industry standards.

**10. WARRANTIES & LIABILITY**

* All information, content, materials, products (including software) and other services included on or otherwise made available to you by HERO are provided on an AS IS and AS AVAILABLE basis, unless otherwise specified in writing. You expressly agree that your use of the App is at your sole risk.
* HERO does not warrant that this App will be uninterrupted, error free, or constantly available, or available at all or that any information on this App is complete, true, accurate or non-misleading. Further, HERO shall not be held responsible for non-availability of the App during periodic maintenance operations or any unplanned suspension of access to the App that may occur due to technical reasons or for any reason beyond HERO’s control. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the App is done entirely at his/her own discretion and risk and he/she will be solely responsible for any damage to his/her computer systems or loss of data that results from the download of such material and/or data.
* We will not be liable to you in any way or in relation to the contents of, or use of, or otherwise in connection with the App. You acknowledge, by your use of this App, that your use of this App is at your sole risk; that you assume full responsibility for all risks associated in connection with your use of this App.
* Though HERO shall make all endeavor to protect its Apps from any viruses, unauthorized access, modification, deletion, unplanned downtimes, cyberattacks or other illegal use of its App, however we do not warrant that this site; information, content, materials, product (including software) or services included on or otherwise made available to you through the App; its servers; or electronic communication sent from us are free of viruses or other harmful components. Nothing on App constitutes or is meant to constitute, advice of any kind.
* Hero will not be liable for any damages of any kind arising from the use of the App, or from any information, content, materials, products (including software) or from failure of performance, error, omission, inaccuracy, interruption, deletion, defect or delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access, or alteration, included on or otherwise made available to you through the App, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing. You specifically acknowledge that HERO is not liable for the defamatory or offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with you.

**11. INDEMNITY**

* You shall indemnify and hold harmless HERO, its management, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, Privacy Policy and other Policies, or your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.
* You hereby expressly release HERO and/or its management, affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise.

**12. BREACH**

* In the event you are found to be in breach of the Terms of Use or Privacy Policy or other rules and policies or if we are unable to verify or authenticate any information you provide or if it is believed that your actions may cause legal liability for you, other users or us, without limiting to the present, without prior notice immediately limit your activity, remove your information, temporarily/indefinitely suspend or terminate or block your login, and/or refuse to provide you with access to this App. Any user that has been suspended or blocked may not register or attempt to register with us or use the App in any manner whatsoever until such time that such user is reinstated by us.
* Notwithstanding the foregoing, if you breach the Terms of Use or Privacy Policy or other rules and policies, we reserve the right to take strict legal action including but not limited to a referral to the police or other authorities for initiating criminal or other proceedings against you.
* Any breach of any applicable laws shall also result in, without prior notice, immediately limit your activity, remove your information, temporarily/indefinitely suspend or terminate or block your login, and/or refuse to provide you with access to this App.

**13. LIMITATION OF LIABILITY**

IN NO EVENT SHALL HERO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, AND OTHER POLICY ASSOCIATED WITH IT.

**14 COMPLIANCE WITH LAWS:**

The App user shall comply with all the applicable laws, rules, notifications as issued from time to time by appropriate authorities.

**15. SEVERABILITY**

We reserve the right to make changes to our site, policies, and these Terms of Use at any time. If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of remaining terms.

**16. WAIVER**

The failure by HERO to enforce at any time or for any period any one or more of the terms or conditions of the Agreement shall not be a waiver by HERO of them or of the right any time subsequent to enforce all Terms and Conditions of this agreement.

**17. DISPUTE RESOLUTION**

This agreement along with privacy policy and Disclaimer shall be construed and the legal relations between YOU and HERO hereto shall be determined and governed according to the laws of India and all disputes relating to this agreement shall be subject to the exclusive jurisdiction to the Courts of New Delhi.

**18. GRIEVANCE**

Any grievances you have by way of use of the App can be addressed to the Grievance officer

The ‘Grievance officer’ shall thereafter consider the same and provide a response within one month of the date of such complaint/ grievance.

**Grievance Officer**
C/o Hero Motocorp Pvt. Ltd.,
34, Basant Lok,
Vihar, New Delhi-110057
Phone: 011-46044100
Time: 10AM – 5PM
Email: grievanceofficer@heromotocorp.com