

Online **Latest Himachal Law Judgements**, operating on manalihoteliers.com website is managed by **Latest Himachal Law Judgements**

I. DEFINITIONS

- **Portal** - online Portal for Law Judgements, Himachal
- **Package** - Monthly, Yearly Subscription
- **Profile** - A Individual Lawyer or Law Firm register in **Latest Himachal Law Judgements** in some way as user website.
- **Digital content** - data which are produced and supplied in digital form.
- **ads**— Promotion offered by our Sponsors.
- **Subscription** – the period of which you are offered with free technical support and updates of our products (the subscription is not a recurring payment. subscription can be renewed manually with a discount)
- **Registration** – the action carried out by the customer, to set up a Customer Account, registration is carried out by filling out the registration form
- **Registration form** – online form you need to fill in during the registration process
- **Customer** –natural person with full capacity to enter into legal transactions, legal entity or organizational unit with no legal personality, which can on its behalf acquire rights and enter into obligations, which are purchasing products in the store
- **Consumer** - any natural person who is acting for purposes which are outside his or her trade, business, craft or profession;
- **Customer account** – part of the store in which You can view and change your details, view and change orders, and by which it is possible to view the status of orders
- **Provision of law services** - the execution of service without the simultaneous presence of the parties (at a distance), through the transmission of data on individual request of a recipient, sent and received by means of service for the processing, including digital compression, and storage of data which is entirely transmitted, received or transmitted via a telecommunications network within the meaning of the Act of July 16, 2004. - the Telecommunications Law;
- **Civil Code** - India;
- **The Act on the provision of services by firm** means - the Act of July 18, 2002, on the provision of services by Indian Law
- **The Act on consumer rights** - the Act of May 30, 2014, on the rights of the consumer Indian Law

II. GENERAL PROVISIONS

1. These Terms of Use define the rules of your use of our website and electronic services consisting in providing by the online manalihoteliers.com products (digital content) and services to customers of the store and in particular sets out the rules for the submission, execution, and cancellation of orders, payment rules, complaint procedures and procedures for withdrawal from a contract.
2. The store sells products and services via the Internet through the website.
3. To use the store's services, browse the website and make online purchases in the store, it is necessary to be equipped with a device with a web browser, with access to the Internet with a minimum bandwidth of 1024KB / s. Furthermore, the individual

requirements of each of our products can be found in the product description on our website and in the online help at Help and support are also available through the contact form.

4. Depending on the product, Joomla! Software and proper server configuration are required for the appropriate use of our products.
5. The use of our products requires basic knowledge and skills about Joomla! . All the information about it Including installation, customization, and administration are available at www.joomla.org and we do not offer free support for that matter.
6. Unless otherwise stated in the product description and it is not explicitly stated in the description, all the extensions and templates are prepared for the latest versions of Joomla! Software. We do not guarantee that the extensions and templates will be compatible with older versions of the Joomla! Software. To download the latest version and find any information, please visit Joomla! Software website www.joomla.org.
7. It is forbidden to submit by the customer any illegal content, particularly content that violates applicable law, the rights of third parties. It is contrary to the principles of community life.
8. A service provider shall not be liable for any damages incurred by the customer, which are the result of nonperformance or mis performance of the provided Services if it is caused by:
 1. Failure of the customer's technical infrastructure or incompatibility of the customer's technical infrastructure with the store's infrastructure,
 2. Illegal or unauthorized use of Store's Services,
 3. Due to force majeure,
 4. Actions or omissions of the body of public authority,
 5. Delays, errors or defects in the operation of telecommunication, energy, radio networks or other independent service providers,
 6. Illegal or unauthorized acts of third parties,
9. A service provider shall not be liable for damages incurred by the lack of adjustment to the technical requirements referred to in point 3 and 4 under this chapter.
10. A service provider shall not be liable for disclosed by the Customer login information to the third parties.
11. A service provider reserves the right to technical updates of the portal and carrying out maintenance work, which may result in a temporary lack of access and possibility to use the portal.

III. REGISTRATION

1. Registration of the customer's account is required for the use of the store's services. Registration is not necessary for browsing the store's website.
2. Registration is free-of-charge.
3. To begin the registration process, you shall click the "Register" button on the store's website, which will transfer you to the registration form. You can also register while the first purchase.
4. An active e-mail account is required to register.
5. During the registration process you'll be asked to fill out the registration form with the following information: e-mail address, name, user's name, password.
 1. Fields marked with a "*" sign are obligatorily for correct usage of the services.

6. After filling out the registration form, you'll be asked to check a proper checkbox, which is equal to:

1. Agreement to receive e-mails that include a newsletter with commercial and business information.
2. Updates.

Registration of the user's account is equal with the user's declaration of:

- Acceptance of Terms of use,
Having the capacity to enter into legal transactions,
Being authorized to dispose of an e-mail account stated during the registration.
2. The user's account is created by clicking on the "REGISTER" button.
3. After successful registration, you will receive an e-mail that contains detailed information about the account, including your username and password. Upon receipt of the above e-mail, you shall confirm the registration of the account by clicking on the link indicated in the message. This action is intended to verify the authenticity of the data provided on the registration form.
4. In case of registration while the first purchase the account activation is automatic. The successful payment is the data authenticity verification itself.
5. You may, at any time, delete the Customer's Account. To remove the account, you must submit a request, which for verification of identity, should be sent from the e-mail account specified during registration. If there is no possibility to use the e-mail address you provided during the registration, We reserve the right to request confirmation of the identity of the customer.
6. If the action taken by the customer can be considered illegal, in particular, those that violate applicable law, these Terms of Use, the rights of the third parties, and are inconsistent with the principles of social coexistence; we reserve the right to block or delete the customer's account. About the above fact, we will inform you by sending an e-mail to the address provided on the registration form.
7. You are obliged to disclose to third parties your username and password. In the event of circumstances indicating a suspicion that your password may be in possession of an unauthorized third party, you shall immediately notify us of this fact.

IV. PURCHASE PROCEDURE

1. Orders shall be placed using the website
2. To place an order, you shall log in to your user's account, after completing the registration process described in the chapter: "REGISTRATION."
3. You can log in to your user account using the "Log in" button and filling your username and password.
4. The order process begins with selecting the right product from a catalog of products available on our website. After selecting the product, you will be redirected to the page with product information. Product information is an invitation to conclude a contract within the meaning of the Indian Civil Code.
5. Prices are quoted in Rupees and do not include the GST.
6. The GST applicable in your country of residence will be added to the price. See the full

GST

7. After choosing the right subscription plan on the product page click the "Buy now" button on the plan you choose. You will be then redirected to a page where you will be asked to log in or fill in the data required to register. To login: Username, password, or to register: Full name, user name, password and Email.
8. After filling out the order form, you'll be asked to check a proper checkbox, which is equal to: Acceptance of the terms of use.
9. After completing the above task and clicking the Buy Now,
10. In the pop up, you select your country, add your GST number if applicable, choose the payment method.
11. You confirm your order by clicking the "Pay now" button, and it is equivalent, making to the store an offer of the conclusion of the contract of purchase (sale) of the ordered product (digital content) and is associated with the obligation to pay for the selected product.
12. After approval of the contract, you will receive an e-mail with order details: order number, order date, order status, Store data, customer data, the quantity and the name of the purchased products, the price of each of the products, total order price. Receipt of this message is equal to acceptance by the shop of the offer referred to in the previous paragraph.
13. Upon receipt of the payment by the store to your e-mail address provided at registration, a notice will be sent immediately after payment confirmation containing instructions on how to download purchased products. The product will be available in the format indicated on the product tab. The start of downloading the file (digital content) is equivalent to the start of the fulfillment of the provision referred to in the article. 38. paragraph 13) of the Act on the rights of the consumer, which is synonymous with the loss of the right to withdraw from the contract at the start of the download of the file.
14. Any information regarding downloading and installation of the purchased products can be found at
15. The invoice will be sent by the Latest Himachal Law Judgements reseller after payment.

V. SUBSCRIPTION

1. By purchasing a Product license, you receive the subscription, which allows you to download the purchased Product unlimited times from your user's account during the subscription period.
2. Each subscription comes with license for unlimited domains.
3. After the subscription expires, the download of the product from your User's Account will not be possible. You may, however, still use previously downloaded during the subscription period product in accordance with the license. It's recommended that you save a copy of the latest file available for you before your subscription expires.
4. The subscription is available in one of the following options:
 - **a)** 6 months subscription including free of charge technical support, for more information, see section VI. TECHNICAL SUPPORT
 - **b)** 12 months subscription including free of charge technical support, for more information, see section VI. TECHNICAL SUPPORT
5. During the subscription period from the above options:

- The most up to date purchased product version will be available for you to download from your user's account.
 - A manual upgrade of the purchased product will be available for you through your Joomla! Software. For details, see the manual of your extension.
 - Free of charge technical support is available, as stated in paragraph VI. TECHNICAL SUPPORT of these Terms of Use.
6. We make every effort to ensure that our products are the highest quality. With each product version, we fix bugs and add further functionality. To fully and safely use our extensions, we recommend that you renew the subscription.

VI. TECHNICAL SUPPORT

1. Registered **users with an active subscription** who seek assistance are offered free of charge technical support, which covers:
 - fixing reported bugs of extensions. The bug needs to be reported along with instructions on how to recreate it and provide access data to the website in which the error occurs.
 - instructions and assistance in the use and configuration of extensions,
 - fixing issues related to updating extensions,
2. The free of charge technical support does not cover:
 - customization which requires modify of extensions code
 - adding new features or modifying existing ones
 - integration with 3rd party extensions
3. **We do not support modified extensions.** If you have modified the code of the extension, we can't fix it with regular support [you can use our customer service instead then]. The extension has to be up to date and unmodified. By contacting us for help with the extension, make sure it's not modified as we might need to install the most recent version to make sure all is up to date and with the same files as in the original package. We're not responsible for the changes made by the user.
4. Technical support applies only to extensions installed in current, latest environments. e.g. Joomla 5. Thus extensions installed on older
5. Please be aware that if the code of extension has been modified, it's most likely that making automatic updates will cause issues. We do not provide free support for such problems.
6. We also offer a paid support service. In case of a problem, which is not covered by the free tech support, contact us using the contact form. Remember to include as many details about your problem as possible.

VII. COPYRIGHT AND LICENSE

1. All latesthlj.com extensions are released under the GNU General Public License, version 2. Correctly, the PHP code portions are distributed under the GPL license. The license is available at <http://www.gnu.org/licenses/gpl-2.0.html>
2. If not otherwise stated, all images, manuals, cascading style sheets, and included JavaScript are NOT GPL and are released under "latesthlj.com Proprietary Use License and as such are under the protection of the copyright and related rights act of February 04, 1994.

3. You may not claim intellectual or exclusive ownership to any of our products, modified or unmodified. All products are property of latesthlj.com
4. We provide the software to you as part of your subscription. The purchase of the subscription of the product does not mean acquiring the copyright by the person who bought it. The software is licensed, not sold, only in accordance with these terms.
5. The moment you are provided with the product download link, you are given a non-exclusive license to use the purchased product.
6. The license scope:
 - Unlimited extensions modification for your use,
 - Product modification necessary for website creation,
 - Selling websites created using the purchased extension to third parties, both individuals, and economic entities.,
 - The right to change or delete, website link at the bottom of the site.
 - Purchasing a single extension entitles you to create a unique website. The website made by using the extension, but not the extension itself can be a subject of further distribution. In case of a sale website based on an extension, you forfeit the right to develop a different website using the same extension as well as the right to sell copies of the website sold. To create a new website, the purchase of another license is not mandatory. Each license comes with unlimited domains usage.
7. Without prior written consent from ongostay.com, you are not entitled to copy, distribute, or to use our extensions free or commercially. It is particularly prohibited to:
 - Distribute modified files in any way;
 - Change or delete information about the author in the headers and file descriptions;
 - Use our trademarks ;
 - Put our products, modified or not on C.D.s, DVDs, discs, websites, and other data carriers for redistribution or sale.
8. Additional limitations of usage may be the result of the information attached to the product or a part of the product's description.
9. You are obliged to make sure that unauthorized persons do not use the purchased products in ways, which might violate the law, the Terms of use, and any license statements.
10. Limitations which are the outcome of this chapter do not apply to the extensions available on the Store website as free. The free extensions can be distributed in every form permitted by law.

VIII. PAYMENT METHODS

1. Payment for the Product are executed through reseller's checkout
2. You can pay for an order using a discount coupon. The coupons are distributed as a code consisting of a string of digits and letters.
3. To use a voucher, the received code must be entered in the proper section on the checkout site and clicking "Submit"
4. The discount coupons are valid for a limited time specified on the coupon.
5. We offer both individual and common use coupons.
 1. The common use coupons are directed to all Clients and can be distributed

- freely, passed on to third parties, and shared on websites.
2. The exclusive coupon is directed to a specific Customer or a group of Customers indicated in the contents of the coupon. The unique coupon shall be used only by the customer stated in the contents of the coupon; it shall not be a subject of further distribution and is considered confidential information addressed solely to the specified customer. You are obliged to keep the discount code secret.

IX. COMPLAINT

1. We deliver our products free of any defects.
2. Any technical problems, irregularities in the store functioning, or the products shall be reported on the contact form found at
3. Any problem notifications and alerts may be sent by 24 hours a day, seven days a week, but will be considered during the store's office hours from 09:00 to 17:00 on working days.
4. The deadline for examining the notification is 7 (seven) working days from gaining access to the customer's service referred to in point. 7.
5. If your product is not working as described, you should re-download the pack from your customer account from the list of purchased products.
6. If you re-download the product and it does not solve the problem, it should be reported in the manner explained in section 2.
7. Our service personnel will check any problems. To verify and correct the problem, you should provide access to your website, in particular to the administration panel of Joomla!, FTP access, database access, or access to the control panel (Cpanel) of your hosting account. You should also provide access to the server.
8. After providing access described in paragraph 7, the problem shall be repaired, or the service will send recommendations for necessary action to remove the issue by the customer or the server administrator.
9. If the product after re-downloading is still not working correctly and the customer's I.T. system, including hardware and software, meets all the requirements to work with Joomla! Listed in Section II.3, and the description of the Product and service procedure described in sections 2-8 of this chapter did not remove the problem, we will refund the purchase price in accordance with the principles stated in section XI of these Terms of Use.

X. RIGHT OF THE WITHDRAWAL FROM THE AGREEMENT

1. Consumers who purchased the product, except as otherwise explicitly provided for or referred to in this agreement, shall be entitled, without giving any reason and without incurring any costs to withdraw from the agreement within 14 days from the day of the conclusion of the agreement. To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post to latesthlj.com, may be submitted in writing to the registered office of the store at the same address or sent by e-mail to info@latesthlj.com, You may use the attached model withdrawal form, but it is not obligatory.
2. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has

expired.

3. The right to cancel the order and withdraw from the contract shall not be entitled to the customer if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal. With the moment you start to download the file, you lose the right to withdraw from the contract and to refund.
4. In case of cancellation of the contract and withdrawal from the agreement before downloading the purchased product started, if the withdrawal occurred within 14 days from the date of the contract, the store will refund in accordance with the principles described in section XI. REFUND OF CHARGES.

XI. REFUND OF CHARGES

1. Refund for the purchased product occurs if one of the following criteria is met:
 1. Cancellation of the order and withdrawal from an agreement by the customer in accordance with the rules described in section X. RIGHT OF THE WITHDRAWAL FROM THE AGREEMENT
 2. Acceptance of a complaint according to the complaint procedure and inability to repair or replace the defective product with a new one.
2. Refund will be made not later than 14 calendar days in the same manner in which the payment was made for the product:
 1. if the payment was made through Paypal service charge will be refunded to your Paypal account
 2. if the payment was made through CreditCard service charge will be paid back on the card account from which the payment has been made
3. We are not liable for failure or the delay of refund if it happened as a result of the customer submitting incorrect personal data or a wrong bank account number.

XII. NEWSLETTER

1. During registration of the Customer Accounts, you may - by checking the appropriate checkbox to agree to receive commercial information in the form of a so-called Newsletter via e-mail.
2. A Newsletter may include in particular: business and commercial information about our products, news on the site, promotions, new products, new products of our partners, and changes to the website.
3. You can unsubscribe from the newsletter by clicking the appropriate link in the footer of the e-mail with the newsletter by sending a necessary e-mail or using the contact form.

XIII. PERSONAL DATA PROTECTION

1. Personal data base administrator is
2. By submitting to a customer account, you consent to process your data. Disclosure of your details is voluntary, but a lack of consent to the processing of personal data may make it impossible to make purchases or the provision of electronic services.
3. The user's data will be processed only to the extent necessary to enable the correct access to the services offered by the store, including the registration of the user, to allow a valid login to the website, and the conclusion of the sales contract.

4. In the case of consent when filling out the registration form, the customer e-mail address will be processed by the seller to send you our free newsletter containing business information within the meaning of the provisions of an Act of July 18, 2002, on the provision of services by electronic means
5. Personal data is protected in accordance with the law of 29.08.1997 on the protection of personal data in a way that prevents the access by third parties.
6. Each user is entitled to access to their data and to correct it and request its removal. Information given during the registration can be modified at any time by the customer by clicking the "my account" button.
7. You have the right to amend, update, the rectification of personal data, the temporary or permanent suspension of its processing or remove it if they are incomplete, outdated, incorrect or collected in violation of the law or is no longer necessary to carry out the purpose for which it was collected.
8. Personal data of Customers may be shared with entities entitled to receive it under the applicable law in particular by the competent judicial authorities.
9. Transactional data, including personal information, may be submitted to Stripe – payment is serviced by Stripe, 510 Townsend Street, San Francisco, CA 94103, USA., to the extent necessary to support the payment for the order.
10. Detailed provisions on the protection of personal data can be found in the privacy policy at [Privacy Policy](#)

XIV. FINISHING STATEMENTS

1. We reserve the right to change these Terms of use.
2. The change will take effect not sooner than seven days after the moment of publishing information about the Terms changing and making the new Terms available at the Stores' website.
3. The store will notify its Customers with registered user accounts about the Terms of Use changing by sending an e-mail to the address specified when creating the user's account.
4. You are obliged to either accept or decline the new Terms up to 7 days upon receiving the information. No contact is synonymous with accepting the Terms.
5. Declining the new version of the Terms is equivalent to terminating the agreement to provide services using electronic means of communication and will cause your account getting canceled.
6. If you make the purchases before the new Terms of Use are effective, the purchase is made with the previous Terms of Use.
7. This contract and dispute between the parties shall be governed and interpreted in accordance with Polish law.
8. Issues that are not mentioned in Terms of Use are regulated by Indian Civil Code, the Act on the rights of the consumer
9. The Sale Agreement is formed between the Customer and INDICO S.C. These Terms of Use are an integral part of the sales agreement.
10. Any potential disagreements between the seller and the client, who is a Consumer and will be subjected to the ruling of appropriate courts according to the regulations of the Civil Code of Conduct.
11. Any and all disputes that may arise in connection with this agreement between and the

Customer who is an Entrepreneur shall be referred for settlement to the relevant court of jurisdiction of Himachal

12. These Terms come into force on 01.02.2023