

TERMS OF USE

UPDATED: July 27, 2022

I. INTRODUCTION:

- A. This web page represents a legal document and is the Terms of Use (the “**Terms**”) for *Ab Aur Nahi* (the “**Portal**”), as operated and managed by Digital Rights Foundation (the “**DRF**”).
- B. The Portal facilitates communication between lawyers / advocates and potential users of legal services, including but not limited to: (i) legal advice on matters; (ii) institution and filing of suits / application / complaints / constitutional petitions / arbitration proceedings or any other legal proceedings, before a court of competent jurisdiction and / or competent tribunal / forum or statutory / administrative body; and / or (iii) appearing, representing or defending the user before any court, forum, tribunal, administrative or statutory body, as further agreed between the user and the lawyer / advocate (the “**Services**”).
- C. These Terms have been issued by DRF (“**we**”, “**our**” or “**us**”) and is addressed to: (i) users who may access the Portal and utilize the Services therein; and (ii) lawyers / advocates who use the Portal to list their services and register with it. For the purposes of these Terms, DRF is the controller.
- D. Please review this document carefully. The Terms should be read alongside, and in addition to, our Privacy Policy. By accessing the Portal or using the Services, you agree to fully comply with and be bound by all of the terms and conditions described in these Terms as well as our Privacy Policy. If you do not agree to all of these terms and conditions, you are not authorized to use the Portal or avail the Services. The terms “You”, “Your,” and “Yourself” refer to all individual users of the Portal.

II. DISCLAIMER OF ATTORNEY-CLIENT RELATIONSHIP:

- A. Any form of use of the Portal, or of the Services therein, by a user is not intended to and will not create an attorney-client relationship between any person or entity and DRF. Any electronic communication sent to the Portal

will not create an attorney-client relationship between the user and DRF, such being expressly denied.

- B. Any attorney-client relationship formed as a result of interactions between a lawyer / advocate and a user via the Portal is between the user and the lawyer / advocate — not between DRF and the user.

III. DISCLAIMERS REGARDING LAWYERS / ADVOCATES:

- A. Providing a directory of lawyers / advocates does not imply an endorsement of any such lawyers / advocates. DRF makes no representation concerning a lawyer / advocate's qualifications (except that the lawyer / advocate was licensed to practice law in at least one province of Pakistan at the time of registration).
- B. We make no representation, guarantee, or warranty (express or implied) as to the legal ability, competence, or quality of Services which may be provided by any of the lawyer / advocate registered at the Portal to any user.
- C. DRF does not continuously review, track, verify or monitor the standing of any lawyer / advocate registered at the Portal with any regulatory authority. When considering engaging any lawyer / advocate through the Portal, users should check the attorney's standing with the relevant provincial bar.
- D. We are not responsible for, and in no way endorse, any description or indication of specialization or limitation of practice by any lawyer / advocate. Please be aware that no regulatory authority or board may have certified such lawyer / advocate as a specialist or expert in any indicated field of law practice. The users should take all reasonable steps to question the lawyer / advocates on the factual basis of any statement they make.

IV. ACCEPTABLE USE:

- A. In order to keep the Portal attractive, useful and safe for all users, it is important that you follow the guidelines listed below:
 - a. you agree not to access or use the Portal in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes these Terms.

- b. you must not attempt to disrupt the operation of the Portal by any method, including through use of viruses, trojans, worms, denial of service attacks, flooding, spamming or other material which is malicious or technologically harmful.
- c. you shall not use the Portal in any manner that could damage, disable or impair the Portal.
- d. you must not attempt to gain unauthorized access to our Portal, the server on which our Portal is stored or any server, computer or database connected to our Portal. By breaching this provision, you would commit a criminal offence under the Prevention of Electronic Crimes Act, 2016. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Portal will cease immediately.

V. ACCESSING OUR PORTAL:

- A. Our Portal is made available free of charge. We do not guarantee that our Portal, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or discontinue all or any part of our Portal without notice. We will not be liable to you if for any reason our Portal is unavailable at any time or for any period.
- B. You are responsible for making all arrangements necessary for you to have access to our Portal. You are also responsible for ensuring that all persons who access the Portal through your internet connection are aware of these Terms, and that they comply with them.

VI. SERVICE PROVIDERS:

- A. The Portal does not directly employ the lawyers / advocates registered at the Portal who may provide the Services listed in clause I. The Portal created a network of lawyers / advocates and all such lawyers / advocates receive approval from DRF before registering with the Portal.

VII. LIMITATION OF OUR LIABILITY:

- A. The user agrees that DRF will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our Portal; or
 - use of or reliance on any content displayed on our Portal.
- B. If you are a user who, in any way whatsoever, engages with a lawyer / advocate registered at the Portal by using the Portal, please note that in particular, we will not be responsible or liable for:
- any legal claims arising out of, related to or in connection with any Services provided by the lawyer / advocate to the user or any confidential information given by the user to the lawyer / advocate.
 - any direct, indirect, incidental, special, exemplary, punitive, or consequential damages, arising in relation to, or in connection with, or otherwise resulting from any use of the Services provided by the lawyer / advocate.
 - any damages, liability or losses arising out of: (i) the user's use of or reliance on the Services provided by the lawyer / advocate; or (ii) any transaction or relationship between the user and the lawyer / advocate, specifically we shall not be liable for delay or negligence caused by the lawyer / advocate.
 - loss of profits, sales, business, or revenue resulting from your use of the Portal or the Services.
- C. The user expressly agrees that use of the Portal is at the user's sole risk. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Portal or to your downloading of any content on it, or accessing any website linked to it.
- D. We assume no responsibility for the content of websites linked on our Portal. Such links should not be interpreted as endorsement by us of those linked

websites. We will not be liable for any loss or damage that may arise from your use of them.

- E. We shall not be responsible for any loss of data resulting from accidental or deliberate deletion, network or system outages, file corruption, or any other reasons.

VIII. OUR RIGHTS:

- A. We reserve the following rights:

- to release any or all current or past user's information, pursuant to the terms of our Privacy Policy, in the event a user violates these Terms or commits unlawful acts or such information is requested by any law enforcement agency.
- to deny the Services to offenders of these Terms or the Privacy Policy.

IX. VIRUSES:

- A. We do not guarantee that our Portal will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Portal. You should use your own virus protection software.

X. LINKING TO OUR PORTAL:

- A. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- B. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- C. You must not establish a link to our Portal in any website that is not owned by you.
- D. We reserve the right to withdraw linking permission without notice.

XI. THIRD PARTY LINKS:

- A. Where our Portal contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.

XII. CHANGES TO THE PORTAL:

- A. We may update our Portal from time to time, and may change the content at any time. However, please note that any of the content on our Portal may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our Portal, or any content on it, will be free from errors or omissions.

XIII. CHANGES TO THE TERMS:

- A. We may change the Terms at any time to reflect any changes made. We will publish the updated version on the Portal and indicate at the top of the Terms when it was most recently updated. The user will be responsible for promptly reading and complying with the new terms and conditions. Continued use of the Portal will indicate acceptance of the new terms and conditions.

XIV. AGE RESTRICTION:

- A. You must be at least eighteen (18) years old to use our Portal without the supervision of an adult.

XV. APPLICABLE LAW:

- A. If you are a user, please note that these Terms will be governed by and interpreted according to the laws of Pakistan. All disputes arising under the Terms will be subject to the exclusive jurisdiction of the courts in Pakistan.
- B. If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.

XVI. HOW TO CONTACT US:

- A. If you have any questions about the Terms, please feel free to contact us at the email or telephone number provided below. Please also note that we may keep a record of your communications with us to help us resolve any issues which you raise.

Email: admin@abaurahin.pk