

Terms of Use

Updated on Feb 15 2020 _____

This document is an electronic record in terms of the Information Technology Act, 2000 (“**IT Act**”) and the rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Your use of the website of [Sai Vishwanath Memorial Trust](https://www.svmtrust.in/) (“Website Owner” or “we” or “us” or “our”), that is ‘<https://www.svmtrust.in/>’ and extensions (hereinafter collectively referred to as “**Website**”) and any of the application programming interfaces, services, features, content or applications offered through its Website (hereinafter collectively referred to as “**Services**”) are governed by the following terms and conditions (“**Terms of Use**”).

For the purpose of these Terms of Use, wherever the context so require “**you**” shall mean any natural or legal person who has through their access and use of the Website, accepted these Terms of Use and the Privacy Policy

When you use the Website, you will be subject to the rules, guidelines, policies, terms, and conditions applicable to the Website, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of these Terms of Use. We reserve the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes.

ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS HEREUNDER, SO PLEASE READ THESE TERMS CAREFULLY BEFORE PROCEEDING.

1. **Eligibility:** Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. shall not be eligible to use the Website Any minor desirous to use or contribute on the Website, is required to conduct such transaction through their legal guardian or parents. You shall be responsible for maintaining the confidentiality of any username/access and password in the process of the use of the Website and you shall be responsible for all activities that occur under your username/access and password. You shall have the ability to delete your account, either directly or through a request made to one of our employees or affiliates.
2. **Links:** The Website may contain links to other websites and online resources. A link to a third party’s website does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable for any damage or loss related to the use of any third-party website. You should always read the terms and conditions and privacy policy of a third-party website before using it.
3. **Ownership:** We own or license all rights, title, and interest in and to (a) the Website and it’s content, including all software, text, media, look and feel of the Website and (b) our registered and unregistered trademarks, logos, and brand elements.
4. **Rights and Responsibilities:** Upon your continued compliance with these Terms of Use, you have a non-exclusive, license to use a Website for your own personal, non-commercial, and non-promotional purposes. You may not modify or edit the contents in anyway.
5. **General Prohibitions:** In addition to the prohibitions imposed on you under applicable law, you agree not to do any of the following:

Post, request for, upload, publish, submit or transmit any content that:

- (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
- (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- (iii) is fraudulent, false, misleading or deceptive;
- (iv) is defamatory, obscene or pornographic;
- (v) promotes or constitutes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

- (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; (vii) promotes illegal or harmful activities or substances;
- (viii) contains personal or contact information about any other person without their prior authorization; or (ix) violates any content policies Company has posted for the Services.
- (x) threatens public health or safety; promotion of cigarettes or any other tobacco products or consumption of intoxicant including alcohol and Electronic Nicotine Delivery System (ENDS) & like products that enable nicotine delivery except for the purpose & in the manner and to the extent, as may be approved under the Drugs and Cosmetics Act, 1940 and Rules made thereunder;
- (xi) threatens Critical Information Infrastructure as defined in Explanation of sub-section (1) of section 70 of the IT Act;
- (x) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation
- (xi) You shall not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website, Services or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, Services or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website.
- (xii) You shall not engage in advertising to, or solicitation of, other users of the Website to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website or related to us.

Encourage or enable any other individual to do any of the foregoing.

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

- 6. Communications:** When you use the Website or send emails or other data, information or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications via electronic records from us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.
- 7. Limited warranties:** We make every effort to update the information contained on this Website. However, neither the Website Owner nor any third party or data or content provider make, warrant or represent:
 - (a) the completeness or accuracy of the information published on our website;
 - (b) that the material on the website is up to date; or
 - (c) that the website or any service on the website will remain available.

We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

- 8. Limitations and exclusions of liability:** Nothing in a contract under these terms and conditions will:
 - (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.

To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

To the extent that our website and the information and services on our website are provided for a fee, our liability at all times shall be limited to the fee received by us from you in the preceding 12 months.

Notwithstanding anything contained herein:

- We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- We will not be liable to you in respect of any loss or corruption of any data, database or software.
- We will not be liable to you in respect of any special, indirect or consequential loss or damage.

You agree that you will not bring any claim personally against our members, officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.

9. Breaches of these terms and conditions: Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

10. Applicable Law: These Terms shall be governed by and interpreted and construed in accordance with the laws of India. The courts in Bengaluru shall have exclusive jurisdiction in respect of any matters arising herefrom.

11. Dispute Resolution: In the event any dispute arises out of or in connection with the Terms of Use herein, including the validity hereof, the parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) calendar days, gives a notice to this effect, to the other party in writing.

In case of such failure, the dispute shall be referred to a sole arbitrator, who shall be appointed by us. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996 and shall be held in Bengaluru. The language of arbitration shall be English.

12. General Provisions

Notice: All notices or grievance to be issued pursuant to these Terms of Use shall be served to you by email or by general notification on the Website. Any notice to be sent to us pursuant to these Terms of Use shall be sent to by e-mail to saivishwanathmemorialtrust@gmail.com

Assignment: These Terms of Use shall not be assigned or otherwise transferred by you. However our obligations under these Terms of Use are freely assignable or otherwise transferable by us to any third parties without the requirement of seeking your prior consent.

Severability: If any provision of these Terms of Use is void, or is so declared, such provision shall be severed. The Terms of Use shall otherwise remain in full force and effect.

Waiver: Any failure or delay by a party to enforce or exercise any provision of these Terms of Use, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under these Terms of Use or in law or at equity. Any waiver by a party shall only be made in writing and executed by a duly authorized officer of such party.

Relationship and Exclusivity. Nothing in these Terms of Use shall constitute or be deemed to constitute a partnership, joint venture, agency or the like between the parties hereto or confer on any party any authority to bind the other party or to contract in the name of the other party or to incur any liability or obligation on behalf of the other party.

Force Majeure: If our performance under these Terms of Use is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, inducement of any virus, Trojan or other disruptive mechanisms, any event of hacking or illegal usage of the website, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond our reasonable control and could not have been prevented by reasonable precautions then we shall in toto be excused and discharged from such performance to the extent of and during the period of such force majeure event, and such non-performance shall, in no manner whatsoever, amount to a breach by of our obligations herein.