

# TERMS AND CONDITIONS OF SERVICE AGREEMENT

DATE: 20.10.2021

**Please read this terms of service agreement carefully. By using this website or ordering products from this website you agree to be bound by all of the terms and conditions of this agreement.**

This Terms of Service Agreement governs your use of this website, **www.skspratishthan.com**.

This Agreement includes and incorporates by this reference, the policies and guidelines referenced below.

**SUDHAKARRAO KULKARNI SMRUTI PRATISHTHAN** (read as ‘**The Trust**’, in this document from here onwards) reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. **The Trust** will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. **The Trust** encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with SUDHAKARRAO KULKARNI SMRUTI PRATISHSTHAN for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website.

## I. WEBSITE

**Content : Intellectual Property: Third-Party Links.** This Website offers information for social awareness and to make viewers aware of the programmes and functions of the Trust - SUDHAKARRAO KULKARNI SMRUTI PRATISHTHAN. This Website also offers information, both directly and through indirect links to third-party websites, about educational and other social activities from other websites. **The Trust** does not always create the information offered on this Website; instead, the information may be gathered from other sources. To the extent that **The Trust** does create the content on this Website, such content is protected by intellectual property laws of India, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on this Website is for personal, noncommercial use. Any links to third-party websites, if any, are provided solely as a convenience to you. **The Trust** does not endorse the contents on any such third-party websites. **The Trust** is not responsible for the content of or any damage that may result from your access to or reliance on these third-party websites. If you link to third-party websites, you do so at your own risk.

**Use of Website : The Trust** is not responsible for any damages resulting from use of this website by anyone. You will not use the Website for illegal purposes. You will (1) abide by all applicable local, state, national, and international laws and regulations in your use of the Website (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of the Website by other users, (3) not resell material on the Website, (4) not engage, directly or indirectly, in transmission of ‘spam’, chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt other users of the Website.

**License :** By using this Website, you are granted a limited, non-exclusive, non-transferable right to use the content and materials on the Website in connection with your normal, noncommercial, use of the Website. You may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from **The Trust** or the applicable third-party (if third-party content is at issue).

**Posting :** By posting, storing, or transmitting any content on the Website, you hereby grant **The Trust** a perpetual, worldwide, non-exclusive, royalty-free, assignable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and assign such content in any form, in all media now known or hereinafter created, anywhere in the world. **The Trust** does not have the ability to control the nature of the user-generated content offered through the Website. You are solely responsible for your interactions with other users of the Website and any content you post. **The Trust** is not

liable for any damage or harm resulting from any posts by or interactions between and among users. The Trust reserves the right, but has no obligation, to monitor interactions between and among users of the Website and to remove any content **The Trust** deems objectionable, in its sole discretion.

## **II. DISCLAIMER OF WARRANTIES**

Your use of this website and/or products is at your sole risk. Any content on the website is offered on an 'as is' and 'as available' basis. The trust expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to any content on the website, or any reliance upon or use of the website content or products. (including trial products.)

That the information provided on this website is accurate, reliable, complete or timely.

That the links to third-party websites are for the information that is accurate, reliable, complete, or timely.

No advice or information, whether oral or written, obtained by you from this website will create any warranty not expressly stated herein.

Regarding any products purchased or obtained or participation in any programme through the website.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

## **III. LIMITATION OF LIABILITY**

**The Trust** will not be liable for any direct, indirect, incidental, special or consequential damages in connection with this agreement or (1) the use or the inability to use the website content or products: (2) the cost of procuring substitute products or content: (3) any products obtained or transactions entered into through the website: or (4) any lost profits you allege. Some of the above limitations may not apply to you.

## **IV. INDEMNIFICATION**

You will release, indemnify, defend and hold harmless **The Trust**, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement: (2) the Website content or your use of the Website content: (3) any intellectual property or other proprietary right of any person or entity: (5) your violation of any provision of this Agreement: or (6) any information or data you supplied to The Trust. When The Trust is threatened with suit or sued by a third party, **The Trust** may seek written assurances from you concerning your promise to indemnify **The Trust** and your failure to provide such assurances may be considered by **The Trust** to be a material breach of this Agreement. **The Trust** will have the right to participate in any defense by you of a third-party claim related to your use of any of the Website content or Products, with counsel of **The Trust** choice at its expense. You will have sole responsibility to defend The Trust against any claim, but you must receive prior written consent of **The Trust** regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or its contents or products.

## **V. PRIVACY**

The Trust believes strongly in protecting user privacy. Please refer to The Trust privacy policy, incorporated by reference herein that is posted on the Website.

## **VI. AGREEMENT TO BE BOUND**

By using this Website or ordering Products, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

## **VII. GENERAL**

**Force Majeure.** **The Trust** will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

**Cessation of Operation :** The Trust may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the products.

**Entire Agreement :** This Agreement comprises the entire agreement between you and **The Trust** and supersedes any prior agreements pertaining to the subject matter contained herein.

**Effect of Waiver :** The failure of The Trust to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of this Agreement remain in full force and effect.

**Governing Law :** This Website originates from Latur, Maharashtra, India. This Agreement will be governed by the laws of the State of India without regard to its conflict of law principles to the contrary. Neither you nor **The Trust** will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of Maharashtra, India. By using this Website or ordering products or participating in its activities, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

**Statute of Limitation :** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or products or activities this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

**For this matter, the amount paid by you for any kind of membership or donation will be accepted; but subject to post facto approval by the Executive and General Body of the Trust, as per the Rules and Regulations of the Trust mentioned in the Trust Deed (which is available on the website). On rejection of your claim, by any committee in the meeting ensued in due course, the amount paid by you will be returned on your request at your expenses.**

**Waiver of Class Action Rights :** By entering into this agreement, you hereby irrevocably waive any right you may have to join claims with those of other in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connection with this agreement must be asserted individually.

**Termination :** **The Trust** reserves the right to terminate your access to the Website, if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement or otherwise. Following termination, you will not be permitted to use the Website and The Trust may, in its sole discretion and without advance notice to you. If your access to the Website is terminated, The Trust reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until The Trust chooses, in its sole discretion and without advance to you, to terminate it.

**Domestic Use :** The Trust makes no representation that the Website or Products are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

**Assignment :** You may not assign your rights and obligations under this Agreement to anyone. **The Trust** may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.