

WEBSITE TERMS AND CONDITIONS

License to use website

Unless otherwise stated, Jodo India Social Foundation and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;]
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution].]

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Jodo India Social Foundation express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without Joy of Donating Foundation's express written consent.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Jodo India Social Foundation a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Jodo India Social Foundation the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Jodo India Social Foundation or a third party (in each case under any applicable law).

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You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Jodo India Social Foundation reserves the right to edit or remove any material submitted to this website, or stored on Jodo India Social Foundation servers, or hosted or published upon this website.

Notwithstanding Jodo India Social Foundation rights under these terms and conditions in relation to user content, Jodo India Social Foundation does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. Jodo India Social Foundation makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Jodo India Social Foundation does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.

Limitations of liability

Jodo India Social Foundation will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Jodo India Social Foundation has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Jodo India Social Foundation liability in respect of any:

- death or personal injury caused by Jodo India Social Foundation negligence;
- fraud or fraudulent misrepresentation on the part of Jodo; or
- matter which it would be illegal or unlawful for Jodo India Social Foundation to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

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If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, Jodo India Social Foundation has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Jodo India Social Foundation officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Jodo India Social Foundation officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Joy of Donating Foundation.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Jodo India Social Foundation and undertake to keep Jodo India Social Foundation indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Jodo India Social Foundation to a third party in settlement of a claim or dispute on the advice of Jodo India Social Foundation legal advisers) incurred or suffered by Jodo India Social Foundation arising out of any breach by you of any provision of these terms and conditions, [or arising out of any claim that you have breached any provision of these terms and conditions].

Breaches of these terms and conditions

Without prejudice to Jodo India Social Foundation other rights under these terms and conditions, if you breach these terms and conditions in any way, Jodo India Social Foundation may take such action as Jodo India Social Foundation deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Jodo India Social Foundation may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Jodo India Social Foundation may transfer, sub-contract or otherwise deal with Jodo India Social Foundation rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

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If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and Jodo India Social Foundation in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Governing Laws of India, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Pune, India.

Registrations and authorisations

Jodo India Social Foundation is registered with Registrar of Companies, Pune, India. You can find the online version of the register at <http://www.mca.gov.in/mcafoportal/viewCompanyMasterData.do>.

Jodo India Social Foundation is subject to Provisions of The Companies Act, 2013 which is supervised by the Ministry of Corporate Affairs, Government of India.

Jodo India Social Foundation is registered with the Company Law Board, India. Jodo India Social Foundation professional title is Jodo India Social Foundation and it has been granted in India. Jodo India Social Foundation is subject to the Provisions of The Companies Act, 2013, which can be found at <http://www.mca.gov.in/MinistryV2/companiesact2013.html>.

Jodo India Social Foundation subscribes to the Societies Registration Act which can be found at: <http://www.mca.gov.in/MinistryV2/societiesregistrationact.html>

and the Indian Accounting Standards which can be found at:

<http://www.mca.gov.in/MinistryV2/accountingstandards1.html>

and is subject to the scrutiny of Chartered Accountants, guidelines for which are available at:

<http://www.mca.gov.in/MinistryV2/charteredaccountantsact.html>

Jodo India Social Foundation details

- The full name of Jodo India Social Foundation is Jodo India Social Foundation.
- Jodo India Social Foundation is registered in India under Corporate Identity Number U74999PN2018PTC175066
- Jodo India Social Foundation registered address is S.No-127, Fl.No.E10, Chaitraban Residency, Aundh, Pune 411007, India.
- Jodo India Social Foundation PAN number is AAECJ1909L.
- You can contact Jodo India Social Foundation by email to jodoindia.org@gmail.com

Credit

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