

## **TERMS AND CONDITIONS**

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### **Your Use of the Website**

This website is for your personal and non-commercial use. As a condition to your use of the website, you warrant to us that you will not use the website for any purpose that is unlawful or prohibited by these General Terms and Conditions.

### **Privacy Policy**

You explicitly consent to the collection, hosting, use, disclosure and other processing or handling of information as described in our Privacy Policy located on our website as such policy may be amended by us in our sole discretion from time to time.

### **Accuracy, Completeness and Timeliness of Information on the Website**

We strive to provide accurate information on our website. We are not responsible, however, if information we make available on this website is not accurate, complete or current. The materials on this website are provided for general information only and should not be relied upon or used as the basis for making any decisions without consulting primary or more accurate, more complete or more timely sources of information. Any reliance on the materials on this website will be at your own risk. This website may contain certain historical information. Historical information is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on the website. You agree that it is your responsibility to monitor changes to the website.

### **Use of Materials From the Website**

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ADDRESS AND EMAIL:

As mentioned on our website

### **Materials You Submit**

The website may contain features and functionality permitting you to publish, upload, post, display or otherwise submit (collectively, "Publish") certain information, comments and other content that may be viewed by us, the general public and other users of the website. You are responsible for any information, comments or other content Published by you or any person using your computer. You agree not to Publish any information, comments or other data that is or may reasonably be considered libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing or misappropriating of intellectual property rights, abusive, illegal or otherwise objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law, or consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam." You may not use a false email address, impersonate any person or entity or otherwise mislead as to the origin of information, comments or other content Published by you. We reserve the right (but not the obligation) to remove or edit such content, but do not regularly review posted content provided.

You may not use the website in any manner that could damage, disable, overburden or impair any of our India server (including the servers of any of our third-party provider) or the network(s) connected to any of our servers (including the servers of any of our third-party provider), or interfere with any other party's use and enjoyment of all or any portion of the website. You may not attempt to gain unauthorized access to any restricted web pages or any web pages requiring registration in order to view, through hacking, password mining or any

other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the website by us. Any access or use of web pages requiring registration are subject to your registration on the site and is further governed by the Restricted Sites Terms and Conditions available on our website.

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## **Disclaimers**

YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE WEBSITE OR ANY FEATURE OR ANY PART THEREOF AT ANY TIME. WE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THE WEBSITE ARE NONINFRINGEMENT; THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE WEBSITE OR ANY CONTENT SUBMITTED TO THE WEBSITE WILL BE SECURE; THAT THE WEBSITE OR THE SOFTWARE AND SERVERS THAT MAKE THE WEBSITE AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE WEBSITE WILL BE COMPLETE, ACCURATE OR TIMELY. IF YOU DOWNLOAD ANY MATERIALS FROM THIS WEBSITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY OF ANY KIND. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING ANY RESULTS OBTAINED BY YOU IN RELYING ON THE MATERIALS ON THIS WEBSITE OR THE USE OF THE MATERIALS ON THIS WEBSITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. IN CERTAIN STATES, THE

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### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT NO MEMBER OF US (AS DEFINED BELOW) SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM (I) YOUR USE OR INABILITY TO USE THIS WEBSITE OR ANY OTHER WEBSITE YOU ACCESS THROUGH A LINK FROM THIS SITE, (II) FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF ELECTRONIC MAIL MESSAGES YOU SEND US; (III) THE PUBLISHING OF ANY INFORMATION, COMMENTS OR OTHER INFORMATION ON OR TO THE WEBSITE BY YOU OR ANY PERSON USING YOUR COMPUTER; OR (IV) THE USE BY ANY THIRD PARTY OF YOUR USER NAME OR PASSWORD. THESE INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, YOUR LOSS OF PROFITS, LOSS OF DATA, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, AS OF NEGLIGENCE, OR OTHERWISE ARISE OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS OR MATERIALS AVAILABLE FROM THIS WEBSITE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### **Indemnification**

You will indemnify and hold harmless us, our affiliates and our respective current, future or former officers, directors, partners, employees, agents, contractors, licensors, suppliers and their successors or assigns (collectively, the "Group") on demand, from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees) incurred by any of the members of the Group, and, if directed by us, shall defend the our Group against (i) all claims that any information, data or other materials provided or Published by you in connection with the website or these General Terms and Conditions, or use thereof by any member of the Group, infringes, misappropriates or otherwise violates any patent, trademark, copyright, trade secret or other intellectual property, proprietary or privacy right of a third party, or that violates any law, rule or regulation; (ii) all claims arising from fraud, intentional misconduct, criminal acts or gross negligence by you; and

(iii) all claims otherwise arising due to a failure by you to comply with any term or condition of these General Terms and Conditions.

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### **Linking**

We permit linking to content on our website. Linking should not suggest that we promote or encourage any third party's causes, ideas, websites, products or services. Linking should not use our content for inappropriate commercial purposes or in any way that is unlawful or harmful to any other person or entity. We reserve the right to withdraw permission for any link.

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### **Termination of Privileges**

We reserve the right to suspend or terminate your privilege of using all or any portion of this website, including all of your privileges or accounts that you may have established in connection with the website, at any time and without notice to you if, in our sole judgment, you breach any of these General Terms and Conditions, the Restricted Sites Terms and Conditions, the Privacy Policy or for any other lawful reason. Notwithstanding the termination of your various privileges, the following paragraphs shall survive such termination: Accuracy, Completeness and Timeliness of Information on the Website, Use of Materials from the Website, Materials You Submit, Disclaimers, Limitation of Liability, Indemnification, Copyright, Trademarks, Termination Privileges, Jurisdiction and Miscellaneous.

### **Changes to These General Terms and Conditions**

We reserve the right to make changes to these General Terms and Conditions at any time by posting revised General Terms and Conditions on the website. It is your responsibility to check periodically for any changes we may make to these General Terms and Conditions. The most current version of the General Terms and Conditions can be reviewed by clicking on the "Terms and Conditions" hypertext link located at the bottom of our Web pages. By continuing to use the website, you are agreeing to all changes made by us.

### **Jurisdiction**

This website is controlled and operated by us from our Central office. The laws of Andhra Pradesh State govern these General Terms and Conditions and your use of the website. We recognize that it is possible for you to obtain access to this website from any jurisdiction in the world, but we have no practical ability to prevent such access. Those who choose to access the website from other locations do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable. If any material on this website, or your use of the website, is contrary to the laws of the place where you are when you access it, then the website is not intended for you and we ask you not to use the website. You may not use or export materials on this website in violation of Indian laws and regulations. This website is not intended to subject us to the laws or jurisdiction of any state, or territory other than those specified above.

All disputes in arbitration will be handled solely between the named parties and not on any representative or class basis. ACCORDINGLY, YOU ACKNOWLEDGE THAT YOU MAY NOT HAVE ACCESS TO A COURT (OTHER THAN A SMALL CLAIMS COURT) OR JURY. Notwithstanding any other provision of these General Terms and Conditions, we may resort to court action for injunctive relief at any time if, in its good faith belief, the dispute resolution procedures

described above would permit or cause irreparable injury to us or any third party claiming against us, due to delay arising out of such dispute resolution procedures.

## **Miscellaneous**

If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place. These General Terms and Conditions constitute the entire agreement and understanding between you and us with respect to use of the website, superseding all prior or contemporaneous communications; except that use of any Restricted Sites are governed by the Restricted Sites Terms and Conditions. A printed version of these General Terms and Conditions shall be admissible in judicial or administrative proceedings based on or relating to use of the website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **RESTRICTED SITES TERMS AND CONDITIONS**

By clicking the "I Agree" button that follows these terms and conditions ("Restricted Sites Terms and Conditions") or otherwise accessing or using the portions of our website designated for registered users (the "Restricted Sites"), you ("User") agree as follows:

## **REGISTRATION; TRANSACTIONS; TERM OF REGISTRATION**

### **Transactions**

1. **Method of Payment.** In order to complete a Transaction, user may need to provide a method of payment ("Payment Account") as specified during the registration process. User may execute a single Transaction at a time or execute multiple Transactions on a recurring basis (e.g., monthly, quarterly, annually, etc.), depending upon the options selected during the Transaction process. You authorize us to charge your Payment Account at the frequency and in the amounts designated by you during the Transaction process. All fees will be billed via the method of payment you designate during the Transaction process. Once submitted, amounts paid are generally non-refundable. We India may periodically need to increase the donation amount and in such cases, we will announce the increase before any additional deductions are made. You will always have the option to decline an increase.
2. **Donations.** User acknowledges and agrees that we did not provide any goods or services to User personally in consideration for any donations made by User as part of a Transaction. We will apply User's donations in accordance with our internal policies and procedures.

## **Digital Communications**

1. **Intellectual Property License.** User owns all of the content and information posted by User on the website. For content and information that is covered by intellectual property rights ("IP Content"), User specifically grants us a perpetual, non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use any IP Content that is posted, uploaded or otherwise stored through User's use of the features on website.

## **Notices**

All notices from us intended for receipt by User shall be deemed delivered and effective when sent to the email address provided by User during the registration process or when posted to and made available to User on the website (in either case, "Notice").

# **MODIFICATIONS TO THE RESTRICTED SITES / TERMS AND CONDITIONS**

## **Modifications to the Restricted Sites / Terms and Conditions**

User acknowledges and agrees that we may, in our sole discretion, modify the Restricted Sites and these Restricted Sites Terms and Conditions (including any instructions, policies or guidelines referenced herein) at any time and in any manner. All such modifications shall be binding upon User when made. User may not amend or modify the Restricted Sites or these Restricted Sites Terms and Conditions under any circumstances.

# **REPRESENTATIONS, COVENANTS AND WARRANTIES**

## **Representations, Covenants and Warranties of User**

User represents, covenants and warrants to us that

- (1) these Restricted Sites Terms and Conditions have been executed and delivered by User and constitute a valid and binding agreement of User, enforceable against User in accordance with their terms;



(2) User will not access or use the Restricted Sites except as expressly permitted by these Restricted Sites Terms and Conditions and any additional instructions, guidelines or policies issued by us, including those posted on our website;

(3) User will access and use the Restricted Sites in full compliance with applicable Law (as defined in the section title "COMPLIANCE" below);

(4) User is at least eighteen (18) years old, or, if younger than eighteen (18) years old, User is of an age sufficient to execute a legally enforceable agreement on his or her own behalf in the applicable jurisdiction;

(5) all of the information, data and other materials provided by User in support of User's application for registration are accurate and truthful in all respects; and (6) User is the rightful owner of the any account opened in his or her name, included but not limited to Payment Accounts, and is authorized to commit funds from the relevant accounts to us for purposes of conducting Transactions.

## **Disclaimer**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, WE MAKE NO REPRESENTATIONS, COVENANTS OR WARRANTIES AND OFFERS NO OTHER CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING (1) THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF THE RESTRICTED SITES OR ANY DATA SERVICE, SOFTWARE, HARDWARE, DELIVERABLE, WORK PRODUCT, DIGITAL COMMUNICATIONS OR OTHER MATERIALS RELATED TO THE RESTRICTED SITES, OR THE AVAILABILITY OF ANY OF THE FOREGOING; (2) WHETHER THE INFORMATION AVAILABLE ON THE RESTRICTED SITES IS TRUE, COMPLETE OR ACCURATE; OR (3) THAT TRANSACTION FUNDS WILL BE USED FOR ANY PARTICULAR PURPOSE AND SHALL NOT BE RESPONSIBLE FOR ANY MISUSE OR NON USE OF SUCH FUNDS BY THIRD PARTIES AFTER DONATIONS ARE MADE. FURTHER, WE DO NOT REPRESENT, COVENANT OR WARRANT THAT ACCESS TO OR SERVICES PROVIDED BY THE RESTRICTED SITES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE. USER ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS INHERENT TO TRANSMITTING INFORMATION OVER AND STORING INFORMATION, INCLUDING DIGITAL COMMUNICATIONS, ON THE INTERNET AND OTHER COMPUTER NETWORKS AND THAT WE ARE NOT RESPONSIBLE FOR ANY LOSSES OF USER'S DATA, DIGITAL COMMUNICATIONS, CONFIDENTIALITY OR PRIVACY IN CONNECTION THEREWITH.

## **COMPLIANCE**

## **Generally**

User shall use the Restricted Sites in strict compliance with

- (1) these Restricted Sites Terms and Conditions;
- (2) any additional instructions, guidelines or policies issued by us, including those posted on the Restricted Sites or on the website
- (3) all applicable laws, rules and regulations (collectively, "Laws").

## **CONTRACTORS**

### **Use of Contractors**

We may engage any third party to perform, or support the performance of, all or any portion of the Restricted Sites.

## **INTELLECTUAL PROPERTY RIGHTS; RESTRICTIONS ON USE**

### **Ownership of the Restricted Sites and Related Data**

As between us and User (collectively, "Parties"), we own and will retain ownership of all rights, title and interest in and to the Restricted Sites, including

- (1) all content on the Restricted Sites developed by us or our third-party licensors, including any derivative works of the Restricted Sites and any such content;
- (2) any data presented on or by the Restricted Sites or otherwise uploaded, posted, or stored by us and our third-party providers, except for personal information that User submits to us through the Restricted Sites and except as noted in the section titled "DIGITAL CORRESPONDENCE"; and
- (3) any intellectual property or other proprietary rights comprising any of the foregoing.

### **Use of the Restricted Sites**

User may use the Restricted Sites, including any data presented on or by the Restricted Sites for User or otherwise hosted or stored by us for User, only on our own behalf and for lawful and appropriate purposes. User shall not use the Restricted Sites or any of the data presented on or

by the Restricted Sites or otherwise hosted or stored by us for any commercial or other purpose other than as expressly permitted herein. User will notify us immediately upon any suspected unauthorized use of the Restricted Sites, whether by User or a third party, or any suspected loss of or suspected unauthorized access to passwords or other login information used by user to access the Restricted Sites ("Login Credentials"). User shall be solely responsible for maintaining the confidence and security of any Login Credentials, and we shall bear no liability or other responsibility associated therewith.

## **PRIVACY NOTICE**

### **Privacy Notice/ Policy**

User explicitly consents to the collection, hosting, use, disclosure and other processing or handling of information as described in the Privacy Notice/ Policy located in our website as such notice may be amended by us in its sole discretion from time to time.

## **SUSPENSION; TERMINATION**

### **Suspension**

We may suspend or limit User's access to the Restricted Sites if we, in our sole discretion, suspects that User is in violation of, or reasonably likely to be in violation of, these Restricted Sites Terms and Conditions or any additional instructions, guidelines or policies issued by us, including those posted on our website.

### **Termination**

We may terminate User's registration, in whole or in part, as follows:

**For Cause. Immediately (1) in order to comply with applicable Law or instructions from any governmental agency or authority;**

**(2) if we, in our sole discretion, suspects that User is using the Restricted Sites in a manner not permitted by these Restricted Site Terms and Conditions; or**

**(3) upon any breach of these Restricted Site Terms and Conditions, the Website Privacy Policy by User.**

### **Effect of Termination/Survival of Selected Provisions**

**Effect of Termination.** Upon the expiration or earlier termination of User's registration, for any reason (i) user will no longer be authorized to access the Restricted Sites or otherwise use any of the features or services offered by the Restricted Sites; (ii) We may delete any data associated with User's accounts, including but not limited to, any content in User's Account; and (iii) all rights and obligations of the Parties under these Restricted Sites Terms and Conditions shall expire, except those rights and obligations under those sections specifically designated in the sub-section titled "SURVIVAL" immediately below.

**Survival.** Notwithstanding the expiration or earlier termination of User's registration to the Restricted Sites, the following sections of the Restricted Sites Terms and Conditions shall survive any such expiration or termination: "DISCLAIMER"; "OWNERSHIP OF THE WEBSITE AND RELATED DATA"; "EFFECT OF TERMINATION/SURVIVAL OF SELECTED PROVISIONS"; "LIABILITY"; "INDEMNITIES"; "DISPUTE RESOLUTION"; AND, "GENERAL".

## **LIABILITY**

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GROUP (AS DEFINED IN SECTION TITLED "INDEMNITIES") SHALL NOT BE LIABLE TO USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM USER'S USE OF THE RESTRICTED SITES, OR BASED UPON ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT (INCLUDING THESE RESTRICTED SITES TERMS AND CONDITIONS AND ANY ADDITIONAL INSTRUCTIONS, GUIDELINES OR POLICIES ISSUED BY US, INCLUDING THOSE POSTED ON OUR WEBSITE , NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY (COLLECTIVELY, THE "EXCLUDED DAMAGES"). THE EXCLUDED DAMAGES ALSO INCLUDE, WITHOUT LIMITATION, LOSS OF SAVINGS AND REVENUE; LOSS OF PROFIT; LOSS OF USE; LOSS OF DATA AND THE CLAIMS OF THIRD PARTIES. IF WE CANNOT LAWFULLY DISCLAIM LIABILITY FOR ANY OF THE FOREGOING DAMAGES, THE GROUP'S MAXIMUM LIABILITY TO USER IS LIMITED TO THE AMOUNT OF THE DONATION SUBMITTED BY USER THAT GAVE RISE TO THE UNDERLYING CLAIM, OR, IF NO DONATION WAS PROVIDED, INR 100.00. THESE LIMITATIONS APPLY EVEN IF ANY OTHER REMEDY AVAILABLE TO USER FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO USER.

### **Remedies**

At its option, any member of the Group may seek all remedies available to it under law and in equity, including injunctive relief in the form of specific performance to enforce these Restricted Sites Terms and Conditions, including any additional instructions, guidelines or policies issued by us, including those posted on the website, and/or actions for damages.

## **Claims**

No action arising out of, in connection with, or relating to these Restricted Sites Terms and Conditions or the subject of these Restricted Sites Terms and Conditions shall be brought by User more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provision of law which would toll or otherwise affect the running of the period of limitations are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph.

## **INDEMNITIES**

### **Indemnity by User**

User will indemnify and hold harmless us, our affiliates and our respective current, future or former officers, directors, partners, employees, agents, contractors, and their successors or assigns on demand, from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees) incurred by any of the members of the our Group, and, if directed by us, shall defend the Group against (1) all claims that any information, data or other materials provided by User in connection with the Restricted Sites (including, but not limited to, User's application for registration to access and use the Restricted Sites) or these Restricted Sites Terms and Conditions, or use thereof by any member of the Group, infringes, misappropriates or otherwise violates any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of a third party, or that violates any Law; (2) all claims arising from fraud, intentional misconduct, criminal acts or gross negligence by User; and (3) all claims otherwise arising due to a failure by User to comply with any term or condition of these Restricted Sites Terms and Conditions, including any additional instructions, guidelines or policies issued by us, including those posted on the website.

## **DISPUTE RESOLUTION**

### **Disputes**

If a dispute arises under these Restricted Sites Terms and Conditions between User and any member of the Group, such dispute shall be resolved (i) in Andhra Pradesh State, India and (ii)

at the filing party's election, in either a small claims court or by final and binding arbitration administered by the National Arbitration Forum or the Indian Arbitration Association, under their rules for consumer arbitrations. All disputes in arbitration will be handled solely between the named parties, and not on any representative or class basis. ACCORDINGLY, USER ACKNOWLEDGES THAT IT MAY NOT HAVE ACCESS TO A COURT (OTHER THAN A SMALL CLAIMS COURT) OR JURY. Notwithstanding any other provision of these Restricted Sites Terms and Conditions, any member of the Group may resort to court action for injunctive relief at any time if, in its good faith belief, the dispute resolution procedures described in this Section would permit or cause irreparable injury to such member of the Group or any third party claiming against a member of the Group, due to delay arising out of such dispute resolution.

## **GENERAL**

### **Force Majeure**

We will be excused from performance under these Restricted Sites Terms and Conditions for any period that it is prevented from or delayed in performing any obligations pursuant to these Restricted Sites Terms and Conditions, in whole or in part, as a result of a Force Majeure Event. For purposes of this Section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (1) weather conditions or other elements of nature or acts of God; (2) acts of war, terrorism, insurrection, riot, civil disorder or rebellion; (3) quarantines or embargoes; (4) labour strikes; (4) telecommunications, network, computer, server or Internet downtime; (5) unauthorized access to our information technology systems by third parties; or (6) other causes beyond the reasonable control of ours.

### **Severability**

If any provision of these Restricted Sites Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).

### **Assignment**

User may not assign these Restricted Sites Terms and Conditions (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of us, which may be withheld at our sole discretion. Any attempted assignment by User that does not comply with the terms of this Section shall be null and void. We may assign these Restricted Sites Terms and Conditions, in whole or in part, to any third party in its sole discretion.