

Terms and Conditions

This is a legal and binding agreement between you, the user/visitor (referred to as “user” or “you”) of the website, as defined below, and The Godavari Initiative (referred to as “we”, “us”, “Organisation”, “The Godavari Initiative”) stating the terms that govern your use of the platform/website, as defined below. The website www.thegodavariinitiative.in and mobile apps (collectively referred to as the “Platform/website”) and the information, services and other materials contained therein are provided and operated by The Godavari Initiative.

Please review our Terms of Use, Privacy Policy and other policies available on the Platform (collectively referred to as the “Terms and Conditions”) that govern the use of the Platform and Website. By accepting these Terms in any manner or accessing the website, you consent, agree and undertake to abide, be bound by and adhere to the Terms and if you do not agree to these Terms, you are not entitled to avail of/use the website/program and any use thereafter shall be unauthorised

These Terms shall apply to The Godavari Initiative hosted website/s, mobile apps, social media accounts and pages, email/SMS/phone communications and other platforms/media forums hosted by The Godavari Initiative, which shall be deemed to be part of the ‘Platform’ by reference. You acknowledge that certain parts of the Platform, as mentioned above, are provided by third-party service providers, and you agree to abide by their terms and conditions. The Godavari Initiative shall not be responsible for any disruption of services caused by such third-party service providers.

Although you may “bookmark” a particular portion of the Platform and thereby bypass these Terms, your use of the Platform still binds you to these Terms.

We may change these Terms from time to time without prior notice. You should review this page regularly. Your continued use of the Platform and Programs after changes have been made will be taken to indicate that you have read and accepted those changes. You should not use the Platform or Programs if you are not ready to comply with any changes to terms stated in its totality.

The Godavari Initiative makes no representations that the Platform operates (or is legally permitted to operate) in all geographic areas, or that the Platform, or information, services or products offered through the Platform are appropriate or available for use in other locations. Accessing the Platform from territories where the Platform or any content or functionality of the Platform or its portions thereof is illegal, is expressly prohibited. If you choose to access the Platform, you agree and acknowledge that you do so on your own initiative and at your own risk and that you are solely responsible for compliance with all applicable laws.

User Conduct Policy

Whether you have donated to any program/fundraiser, started a fundraiser or are simply browsing the Platform, once you have accessed the Platform or Programs, you shall be considered a ‘user’ for these Terms. You are responsible for all your activities in connection with the use of the Platform and Programs. You hereby agree to fully comply with all applicable local, provincial, state, national and foreign laws, treaties and regulations in connection with such use. You shall not resort to any unethical practices while using the Platform.

Without limitation, you will not post or transmit, or cause to be posted or transmitted, any communication or solicitation or other "phishing", "pharming" or "whaling" message designed or intended to obtain the password, account, personal information, confidential information or private information from any user of the Platform or any other third party whatsoever. However, if any such event does take place, The Godavari Initiative shall not be liable for any loss of data or if the user's device, computer or any other property is compromised in any manner.

You acknowledge and agree that The Godavari Initiative has the right to report all suspicious or illegal activity to the appropriate legal or police authorities without notice to you.

During your use of the Platform and Programs, you will:

1. Not harass other users, support agents or visitors;
2. Not create an atmosphere of disharmony, or hostility among visitors;
3. Not create an atmosphere of disharmony, or hostility among visitors;

Limitations Of Liability

Neither The Godavari Initiative nor any of its affiliates, employees, directors, officers, agents, vendors or suppliers shall be liable to you or any other person, whether in Tort, Contract, Strict Liability or otherwise, for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use or inability to use this Platform or Programs, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of search results, or computer / electronic device failure, virus or malfunction. In no event or under no circumstances will The Godavari Initiative be liable for any damages above ₹1000.

Site Linking

The Platform may contain links to pages on other websites ("Linked Sites"), and those Linked Sites may contain Content or offer products and/or services for sale. The Godavari Initiative does not author, edit, control, or monitor these Linked Sites. You acknowledge and agree that (a) we have no responsibility for the accuracy or availability of information provided by Linked Sites; (b) we do not control or endorse the sponsors of such Linked Sites or the content, products, advertising, or other materials presented on such Linked Sites; and (c) you agree to the terms and conditions of the Linked Sites. We may remove any Linked Sites from the Platform at any time with or without reason.

THE GODAVARI INITIATIVE WILL NOT BE LIABLE FOR ANY TRANSACTIONS CONDUCTED BY YOU WITH THIRD PARTIES THROUGH THE LINKED SITES OR FOR ANY LIABILITY ARISING FROM THE REPRESENTATIONS OR INFORMATION PROVIDED ON SUCH LINKED SITES.

We appreciate that Linked Sites may contain material on which the operator of the Linked Sites has intellectual property rights. We respect those rights and provide the links for information purposes only. The fact that we have provided links to any Linked Site does not create or imply any relationship or partnership with the operator of such Linked Site.

Indemnity

You agree to indemnify and hold The Godavari Initiative and associated partners harmless from all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to or arising out of (a) your use or attempted use of the Platforms or Programs in violation of the Terms; (b) your violation of any law or rights of any third party; or (c) information or Content that you or others post or otherwise make available on the Platform or through any Program, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights

You may not establish a link to this Platform from any other website, application, intranet or extranet site without our prior written consent. If you wish to create links, you may contact us before doing so. In establishing links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of The Godavari Initiative, including its Educational Partners, respective employees, agents, directors, officers or shareholders.

Termination Of Rights

You agree that The Godavari Initiative, in its sole discretion, may deactivate your account or otherwise terminate your use of the Platform or enrolment to a Program with or without reason, including, without limitation, if The Godavari Initiative believes that you have (a) breached the Terms; (b) infringed the intellectual property rights of a third party; (c) posted, uploaded or transmitted unauthorised Content on the Platform; or (d) violated or acted inconsistently with the letter or spirit of these Terms or any other applicable code of conduct. You agree that any deactivation or termination of your access to the Platforms or Programs may be affected without prior notice to you and that The Godavari Initiative shall not be liable to you nor any third party for any termination of your account or enrolment into a Program. You also acknowledge that The Godavari Initiative may retain and store your information on The Godavari Initiative's systems notwithstanding any termination of your account or enrolment into the Programs.

Miscellaneous Provisions

By accepting the Terms through your use of the Platform, you certify that you are 18 years of age or older. If you are under the age of 18 or the legal age in your jurisdiction to enter into a binding contract, you may use the Platform only under the supervision of a parent or legal guardian who agrees to be bound by the Terms. If you are a parent or legal guardian agreeing to the Terms for the benefit of a child below 18, be advised that you are fully responsible for his/her use of the Platform, including all financial charges and legal liability that he/she may incur. By using the Platform, you represent and warrant that you have the right, authority, and capacity to enter into the Terms and to abide by all of the terms and conditions set forth herein. The Programs are not for the use of individuals under the age of 18 years.

The Godavari Initiative may freely transfer or assign any portion of its rights or delegate its obligations under these Terms or any Program-specific terms. You shall not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under these Terms or any Program-specific terms without the prior written consent of The Godavari Initiative.

These Terms or any Program-specific terms shared with you shall be governed by, construed and enforced by the laws in India, as these are applied to agreements entered into and to be performed entirely within India and without giving effect to any principles of conflict of laws. You agree that any

legal lawsuit or other action brought by The Godavari Initiative, you or any third party to enforce these Terms or any Program-specific terms shared with you, or in connection with any matters related to the Platform or Programs, shall be subject only to the jurisdiction of the courts of Mumbai. Where a dispute arises, the parties involved shall make all reasonable efforts to resolve the dispute through good-faith negotiations. If efforts to amicably resolve any dispute or claim between the parties are unsuccessful, then such dispute or claim arising out of or in connection with the Terms or any Program-specific terms shared with you, including any question regarding its existence, validity or termination, shall be referred to arbitration under the Arbitration and Conciliation Act, 1956, as amended ("Act") before a sole arbitrator to be appointed by The Godavari Initiative. The proceedings shall be conducted in English and the seat for arbitration shall be Mumbai.

If any provision of the Terms or any Program-specific terms shared with you is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions herein, and shall not affect the validity and enforceability of any remaining provisions. The Godavari Initiative shall have no liability under these Terms or any Program-specific terms shared with you, to the extent arising from any failure of The Godavari Initiative to perform any of its obligations under these Terms or any Program-specific terms shared with you, due to any fire, flood, earthquakes, other acts of God, war, civil unrest, terrorism, Internet failures, governmental act or court order, national emergency, strikes or labour disputes or any other event not within The Godavari Initiative's reasonable control. The Godavari Initiative shall not be responsible for damage or other problems caused by any unauthorised change to these Terms made by way of hacking or cracking this page.

The failure of The Godavari Initiative to exercise or enforce any right or provision of the Terms or any Program-specific terms shared with you, shall not constitute a waiver of such right or provision. If any provision of the Terms or any Program-specific terms shared with you is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, to the extent that may lawfully be done, and the other provisions of these Terms or any Program-specific terms shared with you, shall remain in full force and effect.

These Terms or any Program-specific terms shared with you constitute the entire agreement between you and The Godavari Initiative relating to the matters set forth herein, and shall not be modified except in writing, as posted on the Platforms by The Godavari Initiative or through a specific writing between you and The Godavari Initiative.