

## Terms & Conditions

### Introduction

The terms and conditions contained hereinafter ("**Terms & Conditions**") shall apply to your ("**you**", "**your**" or "**User**") use of the website <https://www.securegiving.net/> and any other linked pages, images, agreements, services, features and content (collectively referred to as "**Website**") offered from time to time by **Secure Giving** ("**Secure**" or "**we**" or "**our**" or "**us**").

By accessing the Website, you acknowledge to have read, understood and you consent to be governed and bound by these Terms & Conditions and the Privacy Policy ([Click Here: "Privacy Policy"](#)) and this constitutes a binding and enforceable agreement between you and SECURE. If you do not understand the Terms & Conditions or the Privacy Policy or do not accept or agree to any part of them, then you are requested to not use the Website.

For the purpose of these Terms & Conditions, wherever the context so requires, the term "you or "your or User" shall mean and include any natural or legal person who has agreed to these Terms & Conditions on behalf of himself/herself or any other legal entity.

It is further clarified that the Privacy Policy forms an integral part of these Terms & Conditions and should be read in conjunction.

We have used our reasonable endeavours to make sure that the contents of our Website are correct. However, we will not accept liability for any loss or damage or difficulty arising as a result of any use of or the failure to use any information on our Website. Users using our Website and relying on any information therein confirm that they are using it at their own risk. We do not represent that the information available on our Website is correct, complete or up to date.

We don't take any responsibility for the contents of external websites linked to our Website and should not be taken as endorsement or confirmation of any kind by us. We have no control over the content and availability of such external websites which is linked and can be accessed through our Website. You are responsible for the safekeeping of your access information like the username and password. In case of any doubt about the security of your access information then you should immediately change your access information.

SECURE reserves the right to add, modify or delete any content or features available on the Website at any time at its sole discretion.

### Privacy and Protection of Data or Information

Your privacy is extremely important to us. Upon acceptance of these Terms & Conditions you confirm that you have read, understood and unequivocally accepted our Privacy Policy [Click Here – Privacy Policy](#)

## **Intellectual Property Rights**

For purposes of these Terms & Conditions, the term "**Content**" includes, without limitation, information, data, text, logos, photographs, videos, audio clips, animations, written posts, articles, agreements, contracts, comments, software, scripts, graphics, themes and interactive features generated, provided or otherwise made accessible on the Website.

The Content of the Website is the property of SECURE. No part of this Website can be reproduced, copied, stored or transmitted in any form or by any means without the prior written consent of SECURE. Further, you acknowledge and agree that SECURE (or SECURE's licensors) own all intellectual property rights, title and interest in and to the Content.

No Content can be used without SECURE's explicit written consent. SECURE may take appropriate legal steps against any person to prevent any such unauthorized use of its Content or any breach of SECURE's intellectual property rights.

## **Use Limitations**

As a condition of your use of the Website, you warrant to SECURE that you will not use the Website for any purpose that is unlawful or prohibited by these Terms & Conditions. You will not use the Website in any manner which could damage, disable, overburden or impair the Website or its Contents or interfere with any other party's use and enjoyment of the Website.

You are not entitled to use any kind of measures, mechanisms or tools (software or hardware) that could interfere with the functioning of the Website.

## **Disclaimer**

Our email communication including any attachment(s) thereto is confidential and may also be privileged. It is intended solely for the addressee. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of the email information and attachment is strictly prohibited and may be unlawful. If you have received the message in error you are requested to delete it from your system and notify the sender immediately.

We cannot guarantee the security and safety of our email communication and/or the attachments therein. You are responsible for performing necessary security checks before relying on the contents of the email communication. We shall not be liable for the improper transmission of our email communication and/or the attachments therein nor for any damage sustained as a result of our email communication and/or the attachments therein.

## **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall SECURE be liable to you for any special, incidental, indirect, punitive or consequential damages whatsoever (including, without

limitation, damages for loss of use, loss of business profits, business interruption, loss of information, or any other pecuniary loss) arising out of the use of, or inability to use or access, the Website or for any security breach or any virus, bug, unauthorized intervention, defect, or technical malfunctioning of the Website, whether or not foreseeable or whether or not SECURE has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with, your use of, or access to, the application or the content. Further, SECURE shall not be liable to you for any temporary disablement, permanent discontinuance or modification of the Website by SECURE or for any consequences resulting from such actions.

SECURE makes no representations about the suitability, reliability, availability, timeliness and accuracy of the information and related Content contained in the Website for any purpose. All such information and related Content are provided "as is" without warranty of any kind. SECURE and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information and related content, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

In no event shall SECURE be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for or in relation to: (a) loss of use, data or profits arising out of or in any way connected with the use or performance of Website; (b) any delay or inability to use Website; (c) the provision of or failure to provide any information through the Website; (d) or otherwise arising out of the use of the Website or the activities of SECURE; whether or not all of the above losses, claims or damages are based on contract, tort, negligence, strict liability, even if SECURE and/or its affiliates and/or its associates have been advised of the possibility of such losses, claims or damages.

### **Termination (Temporary and Permanent Disablement)**

Unless otherwise provided in these Terms & Conditions, your right to use of the Website may be terminated/ suspended by SECURE without assigning any reasons at any time at the sole discretion of SECURE. Upon termination/suspension, you shall not have the right to use or access the Website.

### **Governing Law, Settlement of Disputes and Jurisdiction**

These Terms & Conditions and any dispute or claim arising under them will be governed by and construed under the laws of India. The User agrees that any legal action or proceedings arising out of these Terms & Conditions or in connection with these Terms & Conditions may be brought exclusively in the competent courts/ tribunals having jurisdiction in Mumbai and irrevocably submit themselves to the jurisdiction of such courts/ tribunals.

## **Indemnity**

You agree to indemnify us and other persons involved in the creation of this Website for all damages, losses and costs (including legal costs) which arise out of or relate to your use of this Website or any acts committed by you in violation of applicable laws and this Terms & Conditions. This

Indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trademark infringement and breach of this Terms & Conditions.

## **Force Majeure**

SECURE shall be under no liability whatsoever in the event of non-availability of any portion of the Website occasioned by a Force Majeure Event. A "Force Majeure Event" shall mean any event that is beyond our reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

## **Severability**

If any of the provisions of these Terms & Conditions are deemed invalid, void, or for any reason unenforceable, that part of these Terms & Conditions will be deemed severable and will not affect the validity and enforceability of any remaining provisions of these Terms & Conditions.

## **Changes to the Terms & Condition**

SECURE reserves the right, at its discretion, to change, modify, amend, add or remove portions of these Terms & Conditions at any time without any prior notice. We recommend that you review the Terms & Conditions periodically to ensure that you are aware of the current Website usage practices of SECURE. Any such changes will be effective immediately. By continuing to use this Website after changes are made, you agree to be bound by the revised/ amended Terms & Conditions. You are solely responsible for understanding and complying with all applicable laws of your specific jurisdiction that may apply to you in connection with your business and use of the Website.