

Annexure 2A

Terms and Conditions for the use of the Asiatic Society of Mumbai's Website

Last updated: June 9, 2022

Please read these terms and conditions carefully before using Our Service. This has to be read with other documents i.e. (Privacy Policy and Cancellation Policy). All the terms and definitions will have the same meaning as in other documents.

Acknowledgment

The terms and conditions contained herein (“**Terms and Conditions**”) govern the use of Service and the agreement that operates between You and the Society. These Terms and Conditions set out various rights and obligations of Users for use of the Service.

The access to and use of the Service by You is conditioned on Your acceptance of and compliance with these Terms and Conditions.

These Terms and Conditions apply to all Users, visitors, and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service or cease using the Service.

You represent that you are over the age of 18. The Society does not permit those under 18 years of age to use the Service. A breach of this shall entitle Society to take such action as against You, including permanently barring use of Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the other documents referred above i.e. Privacy Policy and Cancellation Policy of the Society .

Privacy Policy describes policies and procedures on the collection, use and disclosure of personal information collected whilst usage of Service The circumstances under which Cancellation Policy applies are set out therein. You are requested to please read Our Privacy Policy and Cancellation Policy once again carefully before using Our Service.

Links to Other Websites

Our Service may contain links to third-party web sites /services/advertisements that are neither owned nor controlled by the Society.

Society has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites / services /advertisements etc. Nor is the Society responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites / services/advertisements.

We strongly advise that You to read the terms and conditions, privacy policies of any third-party web sites or services that You visit.

Termination

Society may terminate or suspend Your access with immediate irrespective of breach these Terms and Conditions with effect or otherwise, with or without assigning reasons/notice and liability, .

Upon termination, Your right to use the Service shall cease immediately.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Society and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service.

To the maximum extent permitted by applicable law, in no event shall the Society or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Society or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

"AS IS" and "AS AVAILABLE"

The Service is provided on "AS IS" and "AS AVAILABLE" basis along with all faults, shortcomings, defects as may be attached from time to time and without warranty of any kind.

Without limitation to the foregoing, the Society provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Additionally, without limiting the foregoing, neither the Society nor any of the Society 's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Society are free of viruses, scripts, trojan horses, worms, malware, time bombs or other harmful components.

Governing Law

The laws of India shall be the governing laws of these Terms, accompanying documents.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Society.

If the dispute remains unresolved, it may be referred to mediation in accordance with rules and procedure as laid down by the Main Mediation Center, Hon'ble High Court Bombay. If the dispute remains unresolved then the same shall be referred to arbitration to be conducted in accordance with Arbitration and Conciliation Act, 2015 by a sole Arbitrator. Indian Arbitration Forum Guidelines shall be applicable to such proceedings.

Subject to above, Courts in Mumbai shall have exclusive jurisdiction.

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Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue to be in full force and effect.

Waiver

The failure to exercise a right or to require performance of an obligation under these Terms shall not be treated as waiver on part of the Society to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may be translated in other languages. However, the English text on Society's website shall prevail.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time.

By continuing to access or use Our Service, You agree to be bound by the revised terms. You are free to discontinue the Service if You do not agree, in whole or in part, to the Terms or its modifications Usage of the Service is deemed acceptance of the terms.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- Secretary: _____ or _____
- By email: asiaticsociety1804@gmail.com

Ms. Renu Parekh

Chairperson of the meeting

Mr. Paulsil Mathai

Member