

TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY

I. Acceptance of Terms

The user's access to and use of this website, www.aadhar.org (hereinafter referred to as the "Site") is subject to the following terms and conditions (hereinafter referred to as "Terms"), Privacy Policy, and all applicable laws. Each time by accessing and browsing this Site and Aadhar's social media channels, including but not limited to, Facebook, Twitter, LinkedIn, YouTube and other such social media modes, user accepts, without limitation or qualification, these Terms and the Privacy policy and ensures compliance of the same. User represents and warrants that they have read and understood the Terms as may be modified from time to time. User represents and warrants that they have legal authority to agree to and accept this agreement on behalf of themselves or any entity they may represent. If user does not agree with these Terms or the Privacy Policy, they are advised not to use this Site.

For the purposes of these Terms, 'Service' shall mean and include, without limitation, access to all, one or some of the following: HTML Code, social media profiles and pages and the content therein, literature, colour scheme, website design, photographs, content, information, software, products, tools and services including tools and information (which help persons take decisions to donate monies and/or give time to charitable causes), provided or made available on the Site, whether pursuant to subscription or otherwise.

II. Modifications

Aadhar reserves the right in its sole discretion to add, remove, modify or change, without notice, the Terms under which the Service is offered. The user's continued use of the

Service will be subject to the Terms in force at the time of the use and such continued use shall signify the user's acceptance to these Terms as modified from time to time.

If any change to these Terms is unacceptable to the user, they are advised to cease using this Site. Aadhar reserves the right, in its sole discretion, to add, remove or modify any content on this Site. Aadhar reserves the right, in its sole discretion, to correct any errors or omissions to any part of the Site but has no duty to do so, and the Terms shall apply to any such changed version of the Site.

III. Links to third Party Sites:

This website may contain links to websites operated by parties other than Aadhar such as payment gateway for the purposes of making any online donations. The links in this site will let the user leave www.aadhar.org and proceed to the linked site. The user's use of each such site is also subject to these Terms and other terms of use, if any, contained within each such site. In the event that any of the terms contained herein conflict with the terms of use contained within any such site, then the terms of use for such site shall prevail. The linked sites are not under the control of Aadhar and Aadhar is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Aadhar will not directly or indirectly be liable for any loss that may arise to the user as a result of his/her accessing the linked sites.

IV. Intellectual Property Rights (IP)

Aadhar hereby grants to the user, the right to use the Service in accordance with these Terms, and for no other purpose. Please note that all elements contained on this website and the social media pages of Aadhar, including but not limited to, all individual articles, columns, content on the social media profiles and pages, and other elements making up the service are also copyrighted works and are owned by Aadhar and are protected by copyright, service marks and trademark laws, International treaty provisions and/or other proprietary rights under the laws of India and these Terms. By using the Service, user

agrees to abide by all applicable copyright and other laws as well as any additional copyright notices or restrictions contained in the service. User's use of this Site does not transfer to them any ownership or other rights in the Site or the Service. Any unauthorised use, distribution, transmission, or publication is strictly prohibited.

Aadhar shall be entitled to obtain equitable relief for any violation of their IP, over and above all other remedies available to it to protect its interests therein. Violators will be liable to be prosecuted to the maximum extent possible. Copying for reproduction, for redistribution or other purpose of the web site or any part thereof including but not limited to text content and graphics to any other server or location including caching of any kind is expressly prohibited. Aadhar owns the Service, its applications, and all Intellectual Property associated therein.

V. Permitted Use of Site:

Except as is provided in these Terms, user is permitted to use this Site only for their own lawful, personal, and non-commercial use. User is granted a limited non-exclusive license to use the Service which shall only be for non-commercial use. The user shall not recompile, disassemble, copy, modify, distribute, transmit, display, perform, reproduce, publish or create derivative works from, transfer, or sell any information, software, products, tools or services accessed from this Site. The user may not rent, lease, sell, sub-license, lend or in any manner allow any other party to use the service.

VI. Access Restriction/Fees:

Aadhar reserves the right to deny, in its sole discretion, any user access to this Site or any portion thereof without notice or justification. Further, Aadhar reserves the right at any time to charge fees for access to any Service provided by it. It shall put up a notice to this effect with necessary details at the relevant point of time.

VII. User Conduct

User acknowledges that all information, text, images, audio, video, designs, names, logos, trade-marks, data, code or other information, material or content submitted by any user including themselves, whether publicly or privately posted, emailed, transmitted, uploaded or otherwise submitted to us via this Site or one of our social media channels (collectively “**Submitted Content**”) is the sole responsibility of the person from which such content originated. User acknowledges and agrees that they are entirely responsible for all of the Submitted Content that they post, email, transmit, upload or otherwise submit via this Site, social media channels and/or pursuant to the services we make available via this Site, including but not limited to, the accuracy of the Submitted Content. Aadhar does not control the Submitted Content posted via the Site and, as such, does not guarantee the accuracy, integrity or quality of such Submitted Content. Under no circumstances will Aadhar be liable in any way for any loss, damage or injury related to, or arising as a result of, any use of any Submitted Content, including but not limited to, any errors or omissions in any Submitted Content, or any loss or damage of any kind incurred as a result of the use of any Submitted Content posted, e-mailed, transmitted, uploaded or otherwise submitted via the Site.

User agrees not to post, email, transmit, upload or otherwise submit any Submitted Content that:

- a) is offensive as determined by Aadhar, in its sole discretion, including but not limited to, content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- b) harasses or advocates harassment of another person;
- c) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- d) promotes information that is false, misleading, illegal or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

- e) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, including but not limited to, promoting an illegal or unauthorized copy of another person's copyrighted work;
- f) contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- g) solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- h) User does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information);
- i) engages in commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, and pyramid schemes, without our prior written consent; and
- j) contains or will contain any disabling mechanism or protection feature designed to prevent its use, including any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, designs, routines or instructions that may be used to access, modify, replicate, distort, delete damage or disable the Services or this Site.

Aadhar reserves the right to remove, in its sole discretion, any Submitted Content that violates the above terms and conditions or is otherwise objectionable. User acknowledges and agrees that Aadhar may preserve Submitted Content and may also disclose Submitted Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

- a) comply with legal process;
- b) enforce these Terms;
- c) respond to claims that any Submitted Content violates the rights of third-parties; or
- d) protect our rights, property, or personal safety and those of our users and/or the public.

VIII. Disclaimers

- a. Aadhar has taken due care and caution in compilation of content for its website. However, Aadhar does not guarantee the accuracy, adequacy or completeness of any information on this website and is not responsible for any errors or omissions or for the results obtained from the use of such information. The information contained in this website, are provided “as is,” “as available” basis. Aadhar disclaims any financial liability whatsoever to any user on account of the use of information provided on its website. The information contained is neither intended nor implied to be a substitute for professional medical advice, medical diagnosis or treatment.
- b. All charity/donations are made at the users’ discretion to Aadhar, and in no way imply or constitute a relationship between person making charity/donation and Aadhar or any of its trustees/volunteers. Aadhar shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the bank, payment gateway, or the credit card agency to perform any of its obligations.
- c. The availability of the information and guidance as part of the Site does not constitute a recommendation by Aadhar, of any medical practice, particular medicine, or hospitals listed etc., discussed therein by Aadhar, any of their trustees/volunteers/ personnel (“Personnel”). While reasonable care would be taken to ensure completeness, accuracy, etc., of the information/Service provided, neither Aadhar nor any of their Personnel shall in any circumstance be liable for any loss or damage caused by user’s reliance on information obtained through the Site. It is user’s sole responsibility to evaluate the completeness, accuracy or usefulness of any opinion, guidance or other content made available on the Site and user should consult their own legal counsel, business advisor, medical advisor and tax advisor as to the legal, business, medical, tax and related matters.
- d. The user warrants that they shall obtain independent advice before making any financial or other decision based on any Service provided by Aadhar.

- e. Aadhar expressly disclaims all warranties and conditions of any kind, whether express, implied or statutory pertaining to the Service provided by it, including but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose, data accuracy and completeness and any warranties relating to viruses and non-infringement in the Service and provision of Service free from disruption or interruption.
- f. Aadhar shall not be responsible for any loss or liability incurred to the user as a consequence of his or any other person on his behalf taking any financial, investment or other decisions based on the information, research reports, analysis, etc. provided on the Site.
- g. Aadhar shall also not be liable for errors, omissions or typographical errors, disruption delay, interruption, failure, deletion or defect of/in the Service provided by it.
- h. Aadhar shall not be liable, directly or indirectly, to the user or any third party, as a consequence of the failure of its equipment, howsoever defined, or that of Internet service provider, user or any third party to function in such manner as is reasonably expected of such equipment. Aadhar shall not be responsible for any downtime of such equipment.
- i. Aadhar makes no representations or warranties, either express or implied that the research, development, marketing, distribution, use or provision of the Service will not infringe any patent, copyright or other right of any third party.
- j. Online donations made on the Site are subject to the transactions charges and/or taxes etc. applied by the payment gateway.
- k. Aadhar Charitable Trust (“Aadhar”) is a registered charitable trust set up in 1998 and has no relation to the Government of India, Unique Identification Authority of India, or the Aadhar Card as is issued by the Government of India for identification or other purposes.

IX. Limitation of liability

The user agrees that neither Aadhar nor its Personnel shall be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use/delivery/performance or the inability to use/deliver/perform the Service or for cost of procurement of substitute goods and repair & correction services or resulting from the services subscribed to or obtained or messages received or transactions entered into through or of user's transmissions or data. This limitation applies even if Aadhar knew of or ought to have known of the possibility of such damages.

The user further agrees that Aadhar shall not be liable for any damages arising from interruption, suspension or termination of Service, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent. The user also agrees that his sole remedy under these Terms is cancellation of the Service. The user hereby releases Aadhar or its Personnel from any liability as a result of injury, loss, damages or expenses incurred, and agrees not to assert any claims against them, arising directly or indirectly from your purchase, payments or use of any products or services referenced by or made available through the Site or by third parties through the Site.

X. Indemnification

The user agrees to indemnify, defend and hold harmless Aadhar and its Personnel, representatives and agents, any third party providers, distributors from and against any cause of action, claim or demand, including but not limited to, any reasonable legal, accounting or other professional fees, brought by or on the user's behalf in excess of the liability described herein or by/on account of a third party due to or arising out of user's use of this Site, the Service contained herein, the violation of any intellectual property or any other right of any person or entity.

XI. Submissions

User agrees as a condition of viewing, that any communication between visitor and website is deemed a submission. All submissions, including any data, queries, feedback, ideas, comments or suggestion shall become the exclusive property of the Site or its affiliates and may be used, without further permission, for commercial use without additional consideration of any kind.

XII. Monitoring

Aadhar has the right, but not the obligation, to monitor any activity and content associated with the Site and/or the Service. We may investigate any reported violation of these conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials on the Site and/or the Service).

XIII. Governing Law and Jurisdiction

This Agreement containing the Terms is governed by the laws of the Republic of India. The user hereby consents and submits to the exclusive jurisdiction and venue of courts in Delhi, India in all disputes arising out of or relating to the use of this Site and/or the Service.

XIV. General

Nothing contained in these Terms is in derogation of Aadhar's right to comply with governmental, court and law enforcement requests or requirements relating to use of this Site, Service or information provided to or gathered by Aadhar with respect to such use.

These Terms and the Privacy Policy constitute the entire agreement between the user and Aadhar with respect to this Site and the Service provided by Aadhar. If the user violates any term of these Terms, Aadhar may terminate the user's access to this Site, without waiving any other rights. In the event any ambiguities should be realized in the construction or interpretation of these Terms, such ambiguities shall not be construed

against either party solely on account of authorship. The user would continue to remain liable for any liabilities that may have arisen before the termination. If any part of these Terms is rendered unenforceable, it shall not affect the enforceability of any other part of these Terms. These Terms are to be read in conjunction with our Privacy Policy.

XV. Donation Refund Policy

Aadhar takes the utmost care to process donations as per the instructions given by our donors. However, donors are informed that once donations are made to Aadhar, Aadhar will not be able to refund the same even in the event that the donation is made erroneously or if the donor wishes to cancel the same. As such, donors are advised to exercise due care prior to making donations on the Site.