

Aasraa Trust – Website Terms and Conditions

Effective date: August 30, 2018

These terms and conditions ("Terms", "Agreement") are an agreement between Website Operator ("Website Operator", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the aasraatrust.org website and any of its products or services (collectively, "Website" or "Services").

Backups

We are not responsible for Content residing on the Website. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

Links to other websites

Although this Website may be linked to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Website. Your linking to any other off-site websites is at your own risk.

Intellectual property rights

This Agreement does not transfer to you any intellectual property owned by Website Operator or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Website Operator. All trademarks, service marks, graphics and logos used in connection with our Website or Services, are trademarks or registered trademarks of Website Operator or Website Operator licensors. Other trademarks, service marks, graphics and logos used in connection with our Website or Services may be the trademarks of other third-parties. Your use of our Website and Services grants you no right or license to reproduce or otherwise use any Website Operator or third-party trademarks.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will Website Operator, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Website Operator has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Website Operator and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Website Operator for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Uttarakhand, India without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of India. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Uttarakhand, India, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Changes and amendments

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do we will revise the updated date at the bottom of this page. Continued use of the Website after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Website and its Services.

Contacting us

If you have any questions about this Agreement, please contact us.

This document was last updated on August 30, 2018

Revision No : 1