

TERMS OF USE – MAITRAYANA CHARITY FOUNDATION

Maitrayana Charity Foundation (“Maitrayana”, “we”, “us”, “our”) is registered as a Not-for-Profit organisation under Section-8 of the Companies Act with a vision to work towards a gender equal society in which girls and women can exercise their rights.

These following terms of use (“Terms”) govern your usage of Maitrayana’s [website](#) (“Website”). We may revise these Terms from time to time, therefore it is strongly recommended for you to return to this page periodically and review the most current version of the Terms in force.

(i) The Website is freely accessible and can be used by anyone in India or abroad. You can use and access our Website to see the campaigns and activities we are involved in, to make donations or to apply for a job with us.

(ii) All content, data, design, information or other materials available on and underlying the Website (collectively “**Content**”), including but not limited to software underlying the Website or which are required for accessing or using the Website, images, text, layouts, arrangements, displays, illustrations, photographs, graphics, audio and video clips, HTML files and other content, logos, trademarks including the trademark Maitrayana Charity Foundation, Maitrayana, Maitraana Foundation, MCF and other trademarks that may be used on the Website or elsewhere are the property of Maitrayana and/or its licensors and are protected by copyright and/or other applicable intellectual property right laws. You are not permitted to copy, reproduce, scrap, publish, perform, communicate to the public in any manner whatsoever, transmit, sell, license, distribute or transfer in any manner whatsoever, adapt, modify, translate, disassemble, decompile or reverse engineer, create derivative works from, or in any way use or exploit the Website, or the Content or any part thereof. You shall not remove or obliterate any copyright, trademark or proprietary rights notices from the Content or the Website and shall reproduce all such notices on all authorized copies of the Content. Any use of the Website, and/or Content in violation of these Terms of Use may violate copyright, trademark and other applicable laws, and could result in appropriate legal action.

(iii) We grant you a non-sub-licensable, revocable, non-transferable, non-exclusive, limited period license to use the Website, however commercial use or publication of any Content on the Website is strictly prohibited.

(iv) By using our Website, you agree to use the Website and the Content only for lawful purposes. You shall not use the Website, or the Content or any part thereof for any purpose that is unlawful or not permitted by these Terms.

(v) If any Content is reproduced, it must be reproduced accurately and only for personal use. It should not be modified, or used in a derogatory manner or misleading context. Further, Maitrayana should be given due credit for any such reproduced Content. Some of the Content published has been outsourced with necessary permissions from the relevant copyright owners. The permission to reproduce any Content does not extend to any material which is identified as being copyright of a third party. Authorization to reproduce such material must be obtained from the concerned copyright owner.

(vi) You agree that all information you provide to Maitrayana are true, complete, genuine and accurate and any such information is supported by genuine and valid documentation.

(vii) By accepting these Terms, you hereby request and authorise Maitrayana and its employees or agents to communicate with you, update you and share news with you about Maitrayana, our campaigns, happenings and developments through newsletters and bulletins.

(viii) The Privacy Policy at relating to our collection, processing, use, storage and disclosure of your data is incorporated by this reference into, and made a part of, these Terms. By agreeing to the Terms, you agree to the use of your information as per our Privacy Policy.

(ix) All Content available through the Website is on an “as is” and “as available” basis, without any warranty or condition of any kind, express or implied. Maitrayana, on behalf of itself, its affiliates and its licensors, disclaims all warranties of any kind, whether express or implied, relating to the Content or the Website. Maitrayana shall not be responsible for any errors, omissions, inaccuracies in the Content or for any user’s reliance on the information.

(x) These Terms are applicable to all donations made through the Website. When you make any donation, your transaction will be processed by the payment service provider we contract with. In order to process your donation, you must provide us with your details, including your name, address, email address, and the details of the payment instrument (debit card, credit card, net banking, etc.) that you wish to use for the donation. We do not have access to your payment data which is collected and processed only by our payment service providers. It is important that you review their terms and privacy policy, which are different from ours, to ensure that you are comfortable with how your payment data is processed.

(xi) We also provide links and buttons to third-party websites such as Twitter, YouTube, Facebook, etc. on our Website. However, information collected through these third-party links and buttons is collected directly by these third parties, not by Maitrayana. Information collected by a third party in this manner is subject to that third party’s own data collection, use, and disclosure policies. Maitrayana is not expressly or impliedly responsible for, or liable to any loss or damage caused to users by the collection, use and retention of personal information by such third party in any manner whatsoever. It is important that you review the privacy policies of all third party websites you visit before disclosing any information. Maitrayana takes no responsibility for the content of these third-party websites, and Maitrayana shall not be liable for any direct or indirect damages resulting from the use of third-party websites.

(xii) Maitrayana shall not be liable to you or any third party for any special, indirect, incidental, consequential, or punitive damages arising out of or relating in any way to our Content or the use of our Website. You hereby indemnify Maitrayana and its affiliates from all liabilities, claims, damages, costs, and expenses, including attorney’s fees and expenses and any amounts paid by Maitrayana to a third party in settlement of a claim, incurred by Maitrayana arising out of any breach by you of any provision of these Terms or arising out of any claim that you have breached these Terms.

(xiii) In case of a breach of these Terms in any way, Maitrayana may take appropriate action in response to the breach, including but not limited to suspending your access to the Website and/or instituting court proceedings against you.

(xiv) These Terms shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts in New Delhi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to these Terms.

(xv) We expect you to exercise due care and diligence while making any donations using the Website. However, we recognise that a donation may be made erroneously or donors may change their mind. Therefore, in order to ensure fair and transparent processing of requests for refund or cancellation of donations, we examine each request and endeavour to make the refund or cancellation. Maitrayana is not obliged to make refunds and may, in its discretion, decline any requests for refund of donations, particularly if a tax exemption certificate has been issued. All requests of refund or cancellation must be made to our email address at info@Maitrayana.in within seven (7) days from the date of donation, along with the reason for requesting refund or cancellation, the details of the amount donated and the mode of payment. We may need to seek additional information from you and you are expected to co-operate in this regard. All decisions of Maitrayana in this regard will be final and binding on the donor.

(xvi) If you have any other concern or grievance with respect to any of Content or information on the Website, please send an e-mail to our grievance officer Vivek Gaur, at vivek@maitrayana.in and we will study the matter and take such action as we deem appropriate under the circumstances.