

CROSS GLOBAL ASIA FOUNDATION

A4, Chandrasekaran avenue, 1st Main Road, Thoraipakkam, Chennai - 600097

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www.crossglobalindia.org



TERMS AND CONDITIONS OF USE OF THIS WEBSITE (LAST UPDATED - OCTOBER 2024)

[1] INTRODUCTION

[1.1] Welcome to this website (www.crossglobalindia.org / “Website”) owned by the charitable (not-for-profit) organization Cross Global Asia Foundation (“CGAF”).

[1.2] Your access and use of this Website and services provided by CGAF (through this Website) are governed by the Privacy Policy of this Website <https://www.crossglobalindia.org/> and the following Terms and Conditions of Use ("Terms and Conditions of Use") and these Terms and Conditions of Use including the Privacy Policy constitute your binding obligations, with CGAF. If you do not agree with these Terms and Conditions of Use or the Privacy Policy or if you breach them, you are not authorized to access or use this Website.

[1.3] By accessing and using this Website, you confirm that you are at least 18 years old or have the consent of a parent or guardian for such access or use. If you are accessing or using this Website on behalf of an organization, you represent that you have the authority to bind that organization to these Terms and Conditions of Use and the Privacy Policy.

[2] PURPOSE OF THIS WEBSITE

[2.1] The Website is intended to provide information about CGAF's work, including its initiatives, impact stories, team details, information (such as financial, legal and contact) and areas of operations, in the form of documents or web-pages containing texts, numbers, images, audios and/or videos. The Website also provides helpline information related to human trafficking and offers a platform for volunteers and donors to support the work of CGAF.

[3] DATA COLLECTION AND PRIVACY

[3.1] CGAF collects Personal and Non-Personal Data from those who access or use this Website and from those who support CGAF by donating and/or volunteering through the forms and payment gateways provided in this Website. This collection and processing of the said Data is done in accordance with the Privacy Policy of this Website.

[4] USER CONDUCT, USER CONTRIBUTIONS AND PROHIBITED USAGE

[4.1] You agree to access and use this Website and/or its content(s) only for lawful purposes and in compliance with all the applicable laws in India, for the time being in force and in a manner that does

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not infringe upon the rights of CGAF or others or restrict or inhibit their access, use and enjoyment of this Website.

[4.2] By providing donations or expressing interest in volunteering through this Website, you agree to provide accurate, true, current and complete information. Donations made to CGAF are non-refundable, except as required by the applicable Indian law, for the time being in force. CGAF reserves the right to reject any volunteer application(s) or donation(s) which do not align with its mission or values.

[4.3] By submitting any information or content to or through this Website (including Personal Data, comments, feedback, questions or suggestions), you grant CGAF a non-exclusive, royalty-free, perpetual and worldwide license to use, modify, reproduce, publish, disseminate, distribute or remove that information or content. Further, you represent and warrant that you have the right to grant such a license and your contributions (the said information or content) do not violate any third-party rights.

[4.4] The information or content submitted by you. as mentioned above:

[4.4.1] shall not be false, inaccurate, incomplete or misleading;

[4.4.2] shall not be fraudulent;

[4.4.3] shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

[4.4.4] shall not be illegal or violate any applicable law in India, for the time being in force; and

[4.4.5] shall not contain any malwares such as viruses, trojans, worms or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

[4.5] While accessing or using this Website, you are prohibited from:

[4.5.1] Engaging in any behavior that could harm or disrupt this Website's availability, operations or functionality;

[4.5.2] Attempting to gain unauthorized access to any part of this Website or its related systems, networks or databases;

[4.5.3] Using any automated means to access this Website or collect data from it;

[4.5.4] Introducing, uploading or transmitting any malware such as viruses, trojans, worms or other malicious code to this Website;

[4.5.5] Posting any content that is defamatory, obscene, discriminatory or otherwise objectionable;

[4.5.6] Using this Website for any unauthorized commercial purposes or engaging in activities like data mining, scraping or harvesting of information from this Website;

[4.5.7] Impersonating any person or entity or falsely stating or misrepresenting your affiliation with a person or organization; and

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[4.5.8] Using this Website for illegal purposes which violate any applicable law in India, for the time being in force.

[5] **DOWNLOADS FROM AND LINKING TO THIS WEBSITE**

[5.1] This Website includes content (in the form of files containing text, images, audios and/or videos) which can be downloaded or copied at your end (onto the system(s) used by you to access or use this Website). Please note that such content is provided to you on an “as is” basis. While every reasonable care has been taken in order to ensure that such content is true, accurate, complete, clear and free from all types of malwares, we, however, cannot represent, warrant or guarantee the same.

[5.2] After downloading or copying any content(s) from this Website, you are prohibited from:

[5.2.1] Removing any proprietary language or copyright or trademarks notice from such content(s);

[5.2.2] Using such content(s) for commercial purpose(s);

[5.2.3] Modifying such content(s) without our express written permission;

[5.2.4] Making any additional representations or warranties relating to such content(s).

[5.3] Any unauthorized use, modification, reproduction, dissemination, disclosure, distribution and/or taking any action(s) in reliance upon the content(s) of this Website including the downloadable or copyable content(s) is strictly prohibited.

[5.4] You may link, mirror or frame to our Website’s home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. Further, you must not establish a link, mirror or frame to our Website in such a way as to suggest any form of association, approval or endorsement on our part, of your webpage or website and/or your activities through them in the digital or real world, without our prior written consent.

[6] **INTELLECTUAL PROPERTY RIGHTS**

[6.1] All the intellectual property rights (including copyrights, trademarks and designs) contained in this Website and in its downloadable or other contents (in the form of files or otherwise, containing text, images, audios and/or videos) belong to CGAF and you shall not acquire any rights in them before, during or after accessing or using this Website. You are required to seek prior written consent of CGAF, in the event you wish to use any content(s) published in this Website for any kind of use or purposes which are not personal or non-commercial.

[6.2] Any unauthorized use, modification, reproduction, dissemination, disclosure, distribution or creation of derivative works from or of this Website and the contents of this Website (downloadable or otherwise – including the logos, photographs and other branded material), without CGAF’s prior written consent is strictly prohibited and shall result in legal (civil and/or criminal) action(s).

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[7] **DISCLAIMERS**

[7.1] We disclaim all liabilities for any and all losses or damage arising directly or indirectly from your use or access of this Website and/or its content(s) and our services or your inability to use or access the same, including but not limited to any direct, indirect, incidental, or consequential loss or damage to you or your system(s) or network(s), to the fullest extent permitted by the applicable laws in India, for the time being in force.

[7.2] This Website and its content(s) (in the form of files or otherwise, containing text, images, audios and/or videos) are provided to you on an “as is” basis for non-commercial and informational purposes. While every reasonable care has been taken in order to ensure that this Website and such content(s) are available, true, accurate, complete, error-free, reliable, suitable, clear and free from all types of malwares, we, however, cannot represent, warrant or guarantee the same, expressly or impliedly. Any reliance you place on this Website or such content(s) is strictly at your own risk.

[7.3] Content(s) provided in this Website about human trafficking, exploitation, bonded labor and child labor is for general non-commercial and informational purposes only and should not be construed as legal advice.

[7.4] CGAF does not warrant that the access or use of this Website will be secure, uninterrupted, timely or error-free, that errors or defects will be corrected or that this Website or the computer(s) or server(s) that makes it available are free of malwares or other harmful components. Therefore, CGAF is not responsible for any errors, defects, deficiencies, omissions, untimeliness, security breaches or interruptions in this Website’s service or availability.

[7.5] You agree, understand and acknowledge that CGAF shall not be held responsible or liable for non-availability of this Website during periodic maintenance operations or any unplanned suspension of access to this Website that may occur due to technical reasons or for any reason beyond CGAF's reasonable control.

[8] **CONTENTS POSTED IN THIS WEBSITE AND CHANGES TO THEM**

[8.1] All the contents (in the form of files or otherwise, containing text, images, audios and/or videos) which are posted in this Website are meant for non-commercial and informational use only.

[8.2] CGAF reserves the right to modify or replace such contents at any point of time, with or without notice and for any reason(s) whatsoever.

[8.3] While CGAF has taken every reasonable precaution to ensure that such modified or replaced contents are available, true, accurate, complete, error-free, reliable, suitable and clear, CGAF shall not

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be responsible or liable (financially or otherwise) for any modifications or replacements that are made to this Website or any portion thereof or to such content(s).

[8.4] Please contact us in the event, you find that the content(s) of this Website are not available, true, accurate, complete, error-free, reliable, suitable and clear and we shall look into it within a reasonable time period.

[9] **THIRD PARTY LINKS**

[9.1] This Website may contain links to third-party websites which are not controlled or owned by CGAF. These links are provided for your convenience and information only and do not signify our association, endorsement or approval of the content(s) on those websites. Please note that your access or use of such third-party websites are governed by their privacy policy and terms and conditions.

[9.2] CGAF shall not be responsible or liable for any damage or loss caused to you or your system(s) or network arising from your use or access of such third-party websites, their content(s) (and your reliance upon them), goods or services available on or through such third-party websites, their privacy practices or any other aspects of such third-party websites.

[10] **HELPLINES AND REPORTING INFORMATION**

[10.1] The information provided on this Website regarding helplines and reporting mechanisms for human trafficking, bonded and forced labour is intended for general guidance. CGAF shall not be responsible for the outcome of any reports made through the listed helplines.

[11] **INDEMNIFICATION AND LIMITATION OF LIABILITY**

[11.1] You agree to indemnify, defend and hold harmless, CGAF, its officers, directors, employees, volunteers, agents and affiliates from and against any and all claims, liabilities, damage, losses or expenses (including legal fees) arising out of or related to your access and use (authorized and legal, or otherwise) or misuse of this Website or websites of third parties, which are linked to, on this Website, your violation of these Terms and Conditions of Use or your infringement of any intellectual property or other rights of any other person or entity.

[11.2] To the fullest extent permitted by the applicable laws, for the time being in force, CGAF shall not be liable for any compensatory, direct, indirect, incidental, special, consequential, exemplary or

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punitive damages, loss of profits, data or goodwill or other intangible losses, incurred directly or indirectly, arising out of or in connection with:

- [11.2.1] your access and use (authorized and legal, or otherwise) of this Website,
- [11.2.2] your inability to access or use this Website,
- [11.2.3] your misuse of this Website,
- [11.2.4] your access and use (authorized and legal, or otherwise) of the content(s) of this Website,
- [11.2.5] your inability to access or use of the content(s) of this Website,
- [11.2.6] your misuse of the content(s) of this Website,
- [11.2.7] your conduct on or through this Website,
- [11.2.8] your violation of these Terms and Conditions of Use,
- [11.2.9] your infringement of any intellectual property or other rights of any other person or entity, or
- [11.2.10] your reliance on this Website and/or its content(s).

even if CGAF has been advised of the possibility of such damages.

[11.3] To the fullest extent permitted by the applicable laws, for the time being in force, CGAF excludes all warranties, representations or other terms which may apply to our Website or any content(s) on it, whether express or implied.

[12] **AMENDMENT**

[12.1] CGAF reserves the right to amend, replace or modify these Terms and Conditions of Use, this Website and/or its content(s) at any time without notice to you or others. Any amendments, replacements or modifications made to these Terms and Conditions of Use, this Website and/or its content(s) will be effective immediately upon posting on this Website. Your continued access or use of this Website after such amendments, replacements or modifications constitute your acceptance of the amended, replaced or modified Terms and Conditions of Use, this Website and/or its content(s).

[12.2] CGAF further reserves the right to suspend or discontinue the publication of this Website and/or its content at any point of time, with or without notice and for any reason.

[13] **BREACH AND TERMINATION**

[13.1] CGAF reserves the right, in its sole discretion, to terminate or suspend or discontinue your access to or use of this Website at any time, with or without notice, for any reason, including but not limited to your violation of these Terms and Conditions of Use and CGAF's Privacy Policy.

[13.2] If you are dissatisfied with this Website and/or the content(s) in this Website, your sole and exclusive remedy is to discontinue using this Website and/or its content(s).

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[14] GOVERNING LAW AND JURISDICTION

[14.1] These Terms and Conditions of Use are governed by and construed in accordance with the laws of India and any and all disputes arising from or relating to these Terms and Conditions of Use, the use of this Website and/or the content(s) published in this Website shall be submitted to the exclusive jurisdiction of the courts in Chennai, India.

[15] WAIVER, ACCEPTANCE AND COMPLIANCE AND CONTACT

[15.1] The failure of CGAF to enforce any right(s) or provision(s) of these Terms and Conditions of Use shall not constitute a waiver of such right(s) or provision(s). Waiver by CGAF of the breach of any provision(s) of these Terms and Conditions of Use shall not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching Party. In case, CGAF wishes to waive off any of its rights hereunder, it shall communicate the same to the breaching Party in writing.

[15.2] Your access and use (or continued access and use, as the case may be) of this Website signifies that you have read, understood, accepted and agreed to comply with these Terms and Conditions of Use (and the Privacy Policy) as amended from time to time.

[15.3] If you have any questions or concerns regarding these Terms and Conditions of Use, please contact us at the contact information provided on this Website.