



TERMS OF USE

ACCEPTANCE OF TERMS

Saamarthya Foundation operates, www.saamarthya.org ("Website") to provide access to information, products, and services associated with Saamarthya services. These terms cover your use of, including any access to, our Website and Services and associated web application, mobile distribution, online information, products and services and any other information provided as part of Saamarthya.

By using this Website, you are agreeing to these Terms of Use ("Agreement"). If you do not agree to these Terms of Use, then you are prohibited from this Website and should immediately terminate such usage.

Saamarthya reserves the right to modify the Terms of Use and will post such changes on the Website. You have the affirmative obligation to check the Website for changes in the Terms of Use. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified on the date set forth within the post.

TERMS OF USE

Intellectual Property (IP):

1. The Website and its content, features, and functionality, including but not limited to all information, text, displays, images, video, and audio and the design, selection, and arrangement thereof ("Content"), are owned by Saamarthya. This Agreement permits you to use the Website for your non-commercial use only. The rights and permission granted hereunder are non-transferable, terminable, and non-exclusive. No right, title, or interest in or to the Website or any Content on the Website is transferred to you and all rights not expressly granted are reserved by Saamarthya.
2. You may download, print, and store portions of the Content that you select, provided that you: (1) only use these copies of the Content for your own personal, non-commercial use; (2) do not copy or post the Content on any network computer or transmit, distribute, publish or broadcast the Content in any media; and (3) do not modify or alter the Content in any way or delete or change any copyright or trademark notice. No right, title, or interest in any downloaded Content or materials is transferred to you as a result of any such downloading. Saamarthya reserves complete title and full intellectual property rights in any Content you download from the Website.
3. You agree not to modify, reformat, copy, reproduce, display, distribute, repost, transmit, publish, license, sell, rent, transfer or create derivative works from any Content or information obtained from the Website or the Services, except as expressly permitted by the Terms of Use. You may not mirror or frame the home page or any other pages of the Website on any other website or webpage. You may not connect "deep links" to the Website; i.e. create links to this site that bypass the home page or other parts of the Website. You are prohibited from using any of the marks or logos appearing throughout the Website without express written consent from Saamarthya except as permitted by applicable law.
4. If you are a copyright owner (or an agent of a copyright owner) and believe any user material posted on our site infringes upon your copyrights, you may submit a Notification of Claimed Infringement under the Digital Millennium Copyright Act ("DMCA") by sending an e-mail to Saamarthya containing the following information:
 - a. A clear identification of the copyrighted work claimed to have been infringed. If multiple copyrighted works are posted on a single webpage and you notify us about all of them in a single notice, you may provide a representative list of such works found at the site.
 - b. A clear identification of the material you claim is infringing on the copyrighted work and information sufficient to locate that material on our Website, such as the message identification of the infringing material.
 - c. A statement that you have a "good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
 - d. A statement that "the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
 - e. Your contact information so that we can reply to your notice, preferably including an e-mail address and telephone number.
 - f. The notice must be physically or electronically signed by the copyright owner or a person authorized to act on behalf of the owner.
 - g. The notice should be forwarded to Saamarthya at info@saamarthya.org
5. As a condition to using the Website or Services, you must agree to the terms of Saamarthya's Privacy Policy, Digital Millennium Copyright Act ("DMCA") Policy, and any modifications and/or updates made to these Terms of Use and those

policies. You acknowledge and agree that the technical processing and transmission of the Website may involve transmissions over various networks and may change to conform and adapt to the technical requirements of connecting networks or devices. You further acknowledge and agree that data collected and maintained by Saamarthya with regard to users and participants may be disclosed in accordance with the Saamarthya Privacy Policy. To view the Saamarthya Privacy Policy, please go to www.saamarthya.org

Disclaimers:

- 1. Third-Party Links:** Hypertext links to third-party websites or information do not constitute or imply an endorsement, sponsorship, or recommendation by Saamarthya of the third party, the third-party website, or the information contained therein unless expressly stated on the Website. You acknowledge and agree that Saamarthya is not responsible for the availability of any such websites and that Saamarthya does not endorse or warrant, and is not responsible or liable for, any such website or the content thereon.
- 2. Downloading Files:** Saamarthya cannot and does not guarantee or warrant that files available for downloading through the Website will be free of infection by software viruses or other harmful computer code, files, or programs. The entire risk as to the quality and performance of the Website and the Services and the accuracy of the Content is solely and exclusively with you.
- 3. International Use:** Saamarthya makes no representation that the Services or Content is applicable or appropriate for use in locations outside the United States. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable contents, and online conduct.

Warranties and Limitations of Liability:

1. You agree to assume total responsibility and risk for your use of the Website, the Services, and the Content and for evaluating the accuracy, completeness, and usefulness of all Content provided by the Website or the Services. Saamarthya makes no express or implied warranties, representations, or endorsements whatsoever with respect to the Website, the Services, or the Content. Saamarthya expressly disclaims all warranties of any kind, express, implied, statutory, or otherwise including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement with regard to the Website, the Services, and the Content. Saamarthya does not warrant that the functions performed by the Website or the Services will be uninterrupted, timely, secure, or error-free or that defects in the Website or the Services will be corrected. Saamarthya does not warrant the accuracy or completeness of the Content or that any errors in the Content will be corrected. The Website, the Services, and the Content are provided on an "as is" and "as available" basis. Saamarthya will not be liable for any loss or damage or damages arising either directly or indirectly from any use or inability to use the Website, the Services, or the Content. Your use of this Website is at your own risk and you assume full responsibility and risk of loss resulting from your usage, including, without limitation, loss of service or data. Saamarthya will not be liable for any direct, indirect, special incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including without limitation, negligence) or otherwise relating to or arising out of the use of this Website, even if we know, or should have known, of the possibility of such damages.

PRIVACY POLICY

To view the Saamarthya Privacy Policy, please go to www.saamarthya.org

USER RESPONSIBILITIES

Appropriate Use:

1. You agree to use the Website as intended. You agree not to take any action that might compromise the security of the Website, render the Website inaccessible to others, or otherwise cause damage to the Website, the Services, or the Content. You agree not to add to, subtract from, or otherwise modify the Content. You agree not to use the Website in any manner that might interfere with the rights of third parties.

Supplied Information:

1. If you supply any information or material to Saamarthya or others via the Website, you guarantee to Saamarthya that you have the legal right to supply, post or store such information or material and that doing so will not violate any law or the rights of any person or entity. You also agree to abide by any additional rules regarding the posting of user content, such as the type of content allowed in various areas of the Website. By using the Website, you agree to defend, indemnify and hold harmless Saamarthya.

Termination:

1. Saamarthya reserves the right to terminate your use of the Website at any time for any reason. Saamarthya may discontinue the Website or any portion of the Website at any time with or without notice.

GENERAL PROVISIONS

Correction of Errors and Inaccuracies:

1. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Saamarthya, therefore, reserves the right to correct any errors, inaccuracies, or omissions and to change or update the Content at any time without prior notice. Saamarthya does not, however, guarantee that any errors, inaccuracies, or omissions will be corrected.

Enforcement:

1. Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. Choice of Law and Choice of Forum are determined by the situation and always at Saamarthya's choice.

Severability:

1. If any of these Terms of Use is to any extent held to be invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

ENTIRE AGREEMENT; NO WAIVER

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No waiver by Saamarthya of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.