

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

### **TERMS OF WEBSITE USE**

These terms of use (together with the documents referred to in it) (“**Terms**”) are the terms on which you may make use of the CIIEI website or any website operated by us (the “**Website**”).

Use of the Website includes accessing, browsing, or registering to use the Website. Please read these Terms carefully before you start to use the Website. We recommend that you print a copy of this for future reference.

By using the Website and/or providing content to the Website, you confirm that you accept these Terms and that you agree to comply with them.

If you do not agree to these Terms, you must not use the Website. If you do not agree with any amendments made by us to these Terms at any time in future, you must stop using the Website with immediate effect.

### **OTHER APPLICABLE TERMS**

These Terms refer to, incorporate and include the following additional terms, which also apply to user of the Website and to the third party service provider:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of the Website. When using the Website, you must comply with this Acceptable Use Policy.

### **ABOUT US**

The Website is intended to provides information about the Company, including any events or activities being conducted by/in association with the Company (the “**Services**”). The Website is operated by CIIE Initiatives incorporated under section 25 of the Companies Act, 1956 and having its registered office at Indian Institute of Management, Ahmedabad, New Campus, Vastrapur, Ahmedabad-380015, Gujarat, India (hereinafter referred to as the “**Company**”, which term unless repugnant to the context or meaning shall include its successors in interest and affiliates).

Any reference to “**you**” or “**your**” or “**user**” or “**customer**” (if applicable) refers to you as a user of the Website and the Services; and any reference to “**CIIEI**”, “**we**”, “**our**” and “**us**” shall refer to the Company.

### **CHANGES TO THESE TERMS AND SERVICES**

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

We may, without prior notice, change the Services; add or remove functionalities or features; stop providing the Services or features of the Services, to you or to users generally; or create usage limits for the Services.

### **CHANGES TO THE WEBSITE**

We may update the Website from time to time, and may change the Content at any time. In these Terms, the term “**Content**” means any information, text, graphics, photographs, narrative stories, video, sound, music, feedback, comments, suggestions, or other information, material or files including, without limitation, names or likenesses (all whether concerning you or a third party) or

other materials uploaded by the users of the Website (as a contributor), third party service providers or by us. The Content may be contributed to the Website through any mode whether online platform or offline platform (email, posts). However, please note that the Content on the Website may be out of date at any given time and we are under no obligation to update it. We may sometimes offer closed or opened “**Beta Services**” for testing and evaluating purpose. We have all rights to partially discontinue or can hold such service temporarily or permanently at any time. By using this service, you agree that, we are not liable for any modification or discontinuations. We do not guarantee that the Website or any Content on it will be free from errors or omissions.

#### **ACCESSING THE WEBSITE**

We do not guarantee that the Website, or any Content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

#### **YOUR ACCOUNT AND PASSWORD**

You represent and warrant that if you are an individual, (i) you are at least 18 years of age; and (ii) you are of age as required to enter into a binding contract as is prescribed under the laws of the country in which you reside; and (iii) that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms and register for the Services, in accordance with the laws of India. If we change the eligibility criteria to access the Website and you no longer comply with the new eligibility criteria, as determined by us in our sole discretion, you accept that we may deny access to the Website. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited and, in such circumstances, you agree not to use or access the Website or Services in any way.

We have the right to disable your use of the Website and/or Services or any part of it, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

#### **USER RESPONSIBILITIES**

These Terms govern your behaviour on the Website and set forth your obligations. The user and the third party service provider agree and confirm to the following responsibilities:

- You shall comply with all the obligations set forth in these Terms.
- You must be at least eighteen years of age or above.
- You must not have previously been suspended or removed from CIIEI services.
- You will use the Services rendered by us for lawful purposes only and comply with these Terms and all applicable laws and regulations, statutes, by-laws, acts of legislature or parliament, rules, regulations, orders, ordinances, protocols, codes, guidelines, or policies of any governmental authority, and all applicable judicial orders and precedent (“**Applicable Laws**”) while using and transacting on the Website.
- Creation and maintenance of all Content in your account shall be your sole responsibility.
- Provide us with only such information that is true and accurate to the best of your knowledge.
- In case of any violation of or non-compliance with the Terms of Use or Privacy Policy for the usage of the Services, We have the right to immediately terminate the access of the users to the Service and remove noncompliant information and terminate your account.

## **UPLOADING CONTENT TO THE WEBSITE**

Whenever the user makes use of a feature that allows them to upload Content to the Website, or to make contact with other users of the Website, they must comply with the Content standards set out in our Acceptable Use Policy. The user warrants that any such Content added by them does comply with those standards, and they will be liable to us and indemnify us for any breach of that warranty. The user will be responsible for any loss or damage we suffer as a result of the breach of warranty.

CIIEI shall have no obligation to pay you any compensation for your Content and with respect to CIIEI's use or nonuse of your Content, and is under no obligation to post or use any Content you may provide. CIIEI may, in its sole discretion, remove any Content at any time, with or without notice to you, prior or otherwise. You may request the removal of your Content for any reason on reasonable written notice to CIIEI, on receipt of which CIIEI will take commercially reasonable steps to comply.

Neither these Terms nor the Privacy Policy governs or protects any information that you have publicly disclosed on the Website. It is your responsibility to review what information you wish to share with members of the Website. CIIEI recommends that you do not list any actual contact information in an item listing or in any other public Content. In the event that you choose to publicly share such contact information, you do so at your own risk.

We also have the right to disclose identity of the Content Provider to any third party who is claiming that any Content posted or uploaded by such person to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the Content or accuracy of any Content posted by you. We have the right to remove any posting made on the Website by the user if, in our opinion, such post does not comply with the Content standards set out in our Acceptable Use Policy.

The views expressed by other users on the Website do not represent our views or values.

## **RIGHTS YOU LICENCE**

When the user/Content provider upload or post Content to the Website, they grant us a worldwide, non-exclusive, transferrable, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in the Website for the limited purpose of providing the Services. Such uses by us or others may be made with no compensation paid to the Content provider with respect to use as mentioned.

We may modify or adapt the Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to the Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

**ADDITIONALLY, BY UPLOADING CONTENT TO THE WEBSITE, THE CONTENT PROVIDER WARRANTS, REPRESENTS AND AGREES HE/SHE/IT HAS THE RIGHT TO GRANT US THE LICENSES DESCRIBED ABOVE. IF YOU WISH TO MAKE ANY USE OF CONTENT ON THE WEBSITE OTHER THAN THAT SET OUT ABOVE, PLEASE SEND US AN E-MAIL AT [CIIE@IIMA.AC.IN](mailto:CIIE@IIMA.AC.IN)**

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner of the Website. We are the licensee of all copyrights, trademarks, service marks or any other intellectual property in the Content published on the Website. All such rights are reserved.

Except as expressly set forth in these Terms or as otherwise permitted in writing by CIEI, you agree not to: (1) capture, transfer, upload, distribute, sell, license, modify, manipulate, reproduce, perform, publicly display, create derivative works from or based upon, or otherwise exploit the Website, in whole or in part, on any other website or in any medium now known or hereafter developed; and (2) remove or modify any trade names, product names, logos, trademarks, copyrights or other proprietary notices, legends, symbols or labels on the Site (each of the foregoing, “Unauthorized Conduct”).

Any Unauthorized Conduct constitutes a violation of these Terms and an infringement of the intellectual property rights of CIEI and/or its Content providers or other licensors. Any such infringement or violation may subject you to civil and criminal liability and penalties under intellectual property laws throughout the world, including without limitation the payment of damages and attorney’s fees.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the Content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **NO RELIANCE ON INFORMATION**

We display some Content that is not ours. This Content is the sole responsibility of the person/entity that makes it. The Content of the Website, including without limitation, text, copy, audio, video, is for informational purposes only. Reliance on any information appearing on the Website, whether provided by the Company, its Content providers, the third party service providers, visitors to the Website or others, is solely at your own risk, and the Company shall not bear any liability for any loss/ injury that may arise due to your reliance on any information published on the Website. You acknowledge and agree that should any claim/ damage/ liability arise as a result of any reliance placed by you on any information published on the Website, the person from whom said Content is obtained and made available on the Website shall be solely responsible, and the Company shall have no liability in relation to the same. We may review Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display Content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review Content, so please don’t assume that we do.

We assume no responsibility for the Content of apps linked on the Website. Such links should not be interpreted as endorsement by us of those linked apps. We will not be liable for any loss or damage that may arise from your use of them.

We may use third party applications, hardware, software, and services in providing functionality to you. There may be links to third-party websites, services, offers, any events or activities in CIEI’s service, that are not controlled by CIEI and CIEI’s terms of use or privacy policy does not apply for third-party websites.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the Content on the Website is accurate, complete or up-to-date.

#### **DISCLAIMER OF WARRANTIES**

You expressly acknowledge and agree that use of the Services and the Website is at your sole risk. The Services and the Website are provided on an "as is" and "as available" basis. Although we make best efforts to procure high quality Services to all our users, to the fullest extent allowed by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied, including, but not limited to the warranties of merchantability or fitness for a particular purpose. The contents of the Services or the Website may contain bugs, errors, problems or other limitations. We assume no liability or responsibility for any errors or omissions in Content.

We are not responsible for the Content uploaded by you on the Website. We are not responsible for any direct or indirect damages or losses caused to you, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on anything available on the Website. It is solely your responsibility to evaluate the accuracy, reliability, completeness and usefulness of Content available on the Website that is used by you.

We make no warranty that the Services or Website will meet your requirements or that the Services or your access to the Website will be uninterrupted, timely, accurate or reliable; nor do we make any warranty as to any information that may be obtained through the Services or Website. In case there is any defect in any software being used for the provision of the Services, we do not make any warranty that defects in such software will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through use of the Services or Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material or data.

The Company/Website does not implicitly or explicitly support or endorse the procurement of any Service on the Website. CII EI shall not be responsible for the quality of Services provided through the Website.

Any third party service provider may advertise goods, services or experiences on the Website, that require the service provider to have an up-to-date regulatory authorization, license, or certification. CII EI does not verify, validate, or collect evidence of any regulatory authorization, license or certification from any service provider.

No advice or information, whether oral or written, obtained by you from the Services or Website or through the Service(s) or Website shall create any warranty not expressly made herein.

#### **VIRUSES**

You will be responsible for introduction of any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Information Technology Act, 2000. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a virus, denial-of-service attack, distributed denial-of-service attack, or other technologically harmful material that may infect your computer

equipment, computer programs, data or other proprietary material due to your use of the Website or your downloading of any Content on it, or on any Website linked to it.

You should use your own virus protection software. We cannot and do not guarantee or warrant that files available for downloading from the Website will be free of infection by viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

#### **LIMITATION OF OUR LIABILITY**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any Content on it, whether express or implied.

We will not be liable to any user for any direct, indirect or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website; or
- use of or reliance on any Content displayed on the Website.
- use of the Services provided through the Website
- If you are a business user, please note that in particular, we will not be liable for:
  - loss of profits, sales, business, business opportunity or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or

Please note that we only provide the Website for domestic and private use. You agree not to use the Website for any commercial or business purposes without obtaining a legally valid license to do so in accordance with these Terms.

#### **ELECTRONIC COMMUNICATIONS**

When you visit this Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that in case there are any changes in any information provided by you to us, including your e-mail address and other contact details, you will be solely responsible to update them regularly. If we send any communication by e-mail, it shall be sent to your e-mail address available on the records created by you on the Website and it shall be deemed to have been received by you once it is reflected as sent in the outbox of our e-mail id. You may cancel your account at any time by sending us an email at [ciie@iima.ac.in](mailto:ciie@iima.ac.in).

#### **INDEMNIFICATION**

To the maximum extent permitted by Applicable Law, you shall indemnify and hold harmless the Company, its owners, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms, or your violation of the Applicable Law or the rights (including infringement of intellectual property rights) of a third party.

#### **RELEASE AND WAIVER**

To the maximum extent permitted by Applicable Law, you hereby release and waive all claims against the Company, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of our Website, its Services or Content. You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true and you accept and assume the risk of such possible differences in fact. In addition, you

expressly waive and relinquish any and all rights and benefits which you may have under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

#### **APPLICABLE LAW**

Please note that these Terms, its subject matter and its formation, are governed by the laws of the Republic of India. The courts of Ahmedabad will have exclusive jurisdiction to deal with any dispute arising out of or in connection with these Terms or any other terms and conditions made applicable on you by us and you consent to the jurisdiction and venue of such courts and waive any objection as to inconvenient forum.

#### **TERM & TERMINATION**

We reserve the right to refuse to continue providing you with access to this Website if we discover that you are incompetent to contract by virtue of your age or otherwise under Applicable Law. This Website is not available to persons whose membership has been suspended or terminated by us for any reason whatsoever. The Terms shall continue to form a valid and binding contract between the user and the Company, and shall continue to be in full force and effect until users continues to access and use the Website. Provided, however, certain sections of these Terms such as **Disclaimer of Warranties, Limitation of Liability, Intellectual Property Rights, Applicable Law, Indemnification, Release and Waiver** shall continue to remain in full force and effect indefinitely.

#### **GENERAL TERMS**

**Relationship of the Parties:** Notwithstanding any provision hereof, for all purposes of the Terms, you and the Company shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of the Company, express or implied, and you shall not attempt to bind us to any contract.

**INVALIDITY OF SPECIFIC TERMS: IF ANY PROVISION OF THE TERMS IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, OTHER PROVISIONS OF SUCH THE TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.**

#### **CONTACT US**

For general enquires, complaints and/or giving any feedback, please email to [ciie@iima.ac.in](mailto:ciie@iima.ac.in)

In case you do not want to continue using our Services and want to deactivate your account with us, please contact is at [ciie@iima.ac.in](mailto:ciie@iima.ac.in).

If you do not agree with any provision of these Terms and wish to opt out of such provision, please write to us at [ciie@iima.ac.in](mailto:ciie@iima.ac.in) (“**Opt-out Request**”). You agree that you are not entitled to use this Website or the Services unless your Opt-out Request is accepted by us in writing.