

# Terms of Service

The following terms and conditions govern all use of the [www.isocindiamumbai.org](http://www.isocindiamumbai.org) website and all content and services available at or through the website (the Website). The Website is owned and operated by Internet Society India Mumbai Chapter. The Website is offered subject to all of the terms and conditions and all other operating rules, policies and procedures that may be published from time to time on this Site by ISOC India Mumbai (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this agreement. The Website is customised only for individuals who are at least 13 years old.

## 1. Responsibility of Contributors

If you post material to the Website in terms of forms, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence, and does not violate the privacy or publicity rights of any third party;
- your content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, blogs and web sites, and similar unsolicited promotional methods;

- your content is not named in a manner that misleads your readers into thinking that you are another person or company; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by ISOC India Mumbai or otherwise.

## **2. Content Contributions**

ISOC India Mumbai has the right (though not the obligation) to and sole discretion to (i) refuse or remove any content that, in ISOC India Mumbai reasonable opinion, violates any ISOC India Mumbai policy or procedure or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason.

## **3. Responsibility of Website Visitors**

ISOC India Mumbai has not reviewed, and cannot review, all of the material posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, ISOC India Mumbai does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

## **4. Content Posted on Other Websites**

We have not reviewed, and cannot review, all of the material made available through the websites and webpages to which this website links, and that link to our website. ISOC India Mumbai does not have any control over those non- ISOC India Mumbai websites and webpages, and is not responsible for their contents or their use. By linking to a non- ISOC India Mumbai website or webpage, ISOC India Mumbai does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. ISOC India Mumbai disclaims any responsibility for any harm resulting from your use of non- ISOC India Mumbai websites and webpages.

## **5. Copyright Infringement**

As ISOC India Mumbai asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by this website violates your copyright, you are encouraged to notify ISOC India

Mumbai. ISOC India Mumbai will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. ISOC India Mumbai will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of ISOC India Mumbai or others.

## 6. Intellectual Property

This Agreement does not transfer from ISOC India Mumbai to you any ISOC India Mumbai or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with ISOC India Mumbai .

The ISOC India Mumbai web domain, the logo, and all other trademarks, service marks, graphics and logos used in connection with website, or the Website are trademarks or registered trademarks of ISOC India Mumbai. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any ISOC India Mumbai or third-party trademarks.

## 7. Changes

ISOC India Mumbai reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. ISOC India Mumbai may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## 8. Termination

ISOC India Mumbai may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement you may simply discontinue using the Website. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 9. General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the ISOC India Mumbai bylaws, privacy policy and ISOC standards of behaviour with this Agreement and with all applicable laws and regulations (including without limitation any

---

local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the country in which this website resides or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

## **10. Miscellaneous**

This Agreement may be modified by the posting by ISOC India Mumbai of a revised version.