

## **Terms & Conditions**

VISITORS TO THIS WEBSITE ARE BOUND BY THE FOLLOWING TERMS AND CONDITIONS ("TERMS") SO PLEASE READ THESE TERMS CAREFULLY BEFORE CONTINUING TO USE THIS SITE. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, PLEASE DO NOT USE THIS SITE. IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS, PLEASE CONTACT [[compliance@rpgf.in](mailto:compliance@rpgf.in)]

### **A. Disclaimer of Warranties, Inaccuracies or Errors**

1. Although RPG Foundation tries to ensure that all information and recommendations, whether in relation to the products, services, offerings or otherwise (hereinafter "**Information**") provided as part of this website is correct at the time of inclusion on the website, RPG Foundation does not guarantee the accuracy of the Information. RPG Foundation makes no representations or warranties as to the completeness or accuracy of the Information.
2. RPG Foundation makes no commitment to update or correct any Information that appears on the Internet or on this web site.
3. Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision. Any use of this website or the Information is at your own risk. Neither RPG Foundation its affiliates, nor their respective officers, directors, employees, or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or RPG upon, this website or the Information, or any website linked to this website.
4. Nothing contained herein is to be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any of its Intellectual Property Rights, or otherwise and RPG Foundation makes no representation or warranty, express or implied that, the use thereof will not infringe any Intellectual Property Rights, or otherwise.

THIS WEBSITE IS PROVIDED TO YOU ON AN "AS IS" AND "WHERE-IS" BASIS, WITHOUT ANY WARRANTY. RPG FOUNDATION, FOR ITSELF AND ANY THIRD PARTY PROVIDING MATERIALS, SERVICES, OR CONTENT TO THIS WEBSITE, MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, WITH RESPECT TO THE WEBSITE, THE INFORMATION OR ANY PRODUCTS OR SERVICES TO WHICH THE INFORMATION REFERS. RPG FOUNDATION WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM OR CONNECTED WITH THE SITE, INCLUDING BUT NOT LIMITED TO, YOUR USE OF THIS SITE OR YOUR INABILITY TO USE THE SITE, EVEN IF RPG FOUNDATION HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **B. Availability**

RPG Foundation controls and operates this website from India and makes no representation that the materials are appropriate or will be available for use in other locations. If you use this website from outside India, you are entirely responsible for compliance with all applicable local laws.

### **C. Third Party Interaction and Links to Third Party Sites**

1. In your use of the website, you may enter into correspondence with or participate in promotions of advertisers or members or sponsors of the website. Unless otherwise stated, any such correspondence, advertisement, purchase or promotion, including any other term, condition, warranty or representation associated with such correspondence or promotion, is solely between you and the applicable third party. You agree that RPG Foundation has no liability, obligation or responsibility for any such correspondence or promotion between you and any such third party.
2. This website may be linked to other websites on the World Wide Web that are not under the control of or maintained by RPG Foundation. Such links do not indicate any responsibility or endorsement on our part for the external website concerned, its contents or the links displayed on it. These links are provided only as a convenience, in order to help you find relevant websites, services and/or products that may be of interest to you, quickly and easily. It is your responsibility to decide whether any services and/or products available through any of these websites are suitable for your purposes. RPG Foundation is not responsible for the owners or operators of these websites or for any goods or services they supply or for the content of their websites and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these (including any liability arising out of any claim that the content of any external web site to which this website includes a link infringes the Intellectual Property Rights of any third party).
3. This website may be linked to the website of entities affiliated with RPG Foundation and may contain information in relation to such entities and their products, services and offerings. Such links or information do not indicate any responsibility or endorsement on our part with respect to the products, services or offerings of such entities.

### **D. Intellectual Property Rights**

#### **➤ Copyrights**

1. This website contains material, including text, graphics and sound, which is protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in this material are either owned by RPG Foundation or have been licensed to RPG Foundation by the owner(s) of those rights so that it can use this material as part of this website. RPGF retains copyright on all information, including text, graphics and sound and all trademarks displayed on this website are owned by RPG Foundation and used under licence by RPG Foundation and/ or its affiliates.
2. The users may use and display the materials only on their personal computers and only for personal use. RPG Foundation grants the users limited, personal, non-exclusive and non-transferable license only for such use

3. The users may print copies of the information available on this site for their personal use and may store the files on their computers for personal use only.
4. The users shall not make copies (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), download, display, perform, reproduce, distribute, modify, edit, alter, enhance, broadcast or tamper with, in any way or otherwise use any material contained in the website except as set out under "You may". These restrictions apply in relation to all or part of the material on the website.
5. The users shall not copy and distribute this information on any other server or modify or re-use text or graphics on this system or another system. No reproduction of any part of the website shall be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication, or website, whether in hard copy or electronic format, including postings to any other website.
6. The users shall not remove any copyright, trademarks or other intellectual property work contained in the original material from any material copied or printed off from the website; or link to this web site; without our express written consent.

➤ **Trademarks**

The RPG Foundation™ and all products and logos denoted with ™ or © are trademarks or registered trademarks of RPG Foundation or its affiliates. RPG Foundation trademarks shall not be used in connection with any product or service that is not a RPG Foundation product or service.

**E. General Terms and Conditions**

1. RPG Foundation does not routinely monitor your postings to the website but reserves the right to do so. However, in our efforts to promote good citizenship within the Internet community, if RPG Foundation becomes aware of inappropriate use of the website or any of its services, RPG Foundation will respond in any way that, in its sole discretion, RPG Foundation deems appropriate. You acknowledge that RPG Foundation will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, RPG Foundation will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.
2. Submissions and unauthorised use of any materials contained on this website may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your "username and/or password". As such, you shall indemnify and hold RPG Foundation and its officers, directors, employees, affiliates, agents, licensors, and partners harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the website or the use of the website by any person using your "username and/or password" (including without limitation your participation in the posting areas or your submissions) violates any applicable law or regulation, or the rights of any third party. RPG Foundation reserves the right to terminate access to this website at any time and without notice. Further this limited license terminates automatically, without notice to you, if

you breach any of these Terms. Upon termination, you must immediately destroy any downloaded and printed materials.

3. RPG Foundation may change the terms and conditions and disclaimer set out above from time to time. By browsing this website you are accepting that you are bound by the current terms and conditions and disclaimer and so you should check these terms every time you revisit this website.
4. RPG Foundation may change the format and content of this website at any time.
5. RPG Foundation may suspend the operation of this website for support or maintenance work, in order to update the content or for any other reason.
6. Personal details provided to RPG Foundation through this website will only be used in accordance with our privacy policy. Please read this carefully before going on. By providing your personal details to us you are consenting to its use in accordance with our privacy policy.
7. If you have a question or complaint, please contact us at [compliance@rpgf.in]
8. RPG Foundation reserves all other rights

#### **F. Indemnity**

1. By accepting these User Terms, you agree that you shall defend, indemnify and hold the Company, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: a. your violation or breach of any term of these User Terms or any applicable law or regulation, whether or not referenced herein;
2. Your violation of any rights of any third party, including Service Providers arranged via the Application, or your use or misuse of the Website.

#### **G. Privacy Policy**

1. Personal information, if any submitted by the users of this Website, is primarily used to provide the requested service to the user and RPGF does not sell, rent, or share such personal information to any third party or nonaffiliated company.
2. We at RPGF respect the privacy of everyone who visits this Website and are committed to maintain the privacy and security of the personal information of all visitors to this Website. Our policy on the collection and use of personal information and other information is outlined above.

## **H. Security**

The company/ Website has invested significantly to ensure safety and security against unwarranted invasion of users' personal information and implemented technology and policies, with the objective of protecting users' privacy from unauthorised access and improper use and thus, periodically review the same.

## **I. Applicable Law and Jurisdiction**

These terms and conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the website whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located at Mumbai, India for the resolution of all such disputes.