

Terms of Service and Use

Seal India ("Seal India," "we," or "us") provides the Seal India site at URL: <http://www.sealindia.org/> and through various other URLs (the "Site") in connection with our partner companies and organizations and the services offered on it, including but not limited to the Seal India website service (collectively, the "Services") to all of our users and visitors to the Site ("you") under the following terms of service and use (the "Terms"). Please read the Terms carefully. You understand and agree that the Services are provided to you exclusively under these Terms. By using the Services, you are stating that you have read and understand the Terms and that you agree to be bound by them. We reserve the right to terminate your use or access to the Services at any time for any reason, including, without limitation, if we learn that you have provided false or misleading information or have violated the Terms.

1. Eligibility

If you are under the age of majority in your jurisdiction, please ask a parent or guardian to read and accept these Terms on your behalf prior to your use of the Site or Services. You represent that you meet the eligibility requirements in this Section. If you are using the Site or opening an account on behalf of a company, entity, or organization (collectively "Subscribing Organization"), then you represent and warrant that you are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms and agree to be bound by these Terms on behalf of such Subscribing Organization.

2. Your Responsibilities

You agree not to use the Services to: (a) violate any local, state, national or international law; (b) stalk, harass or harm another individual; (c) collect or store personal data about other users; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (e) interfere with or disrupt or attempt to gain unauthorized access to the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services. You also agree not to use the Services or the Site if you do not meet the eligibility requirements described in Section 1 above. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services, use of the Services or access to the Services. Without our written consent, you may not (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); (b) use any high volume, automated, or electronic means to access the Services (including without limitation robots, spiders or scripts); (c) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages; or (d) circumvent or otherwise interfere with any features that prevent or restrict the use or copying of any part of the Site. All information that you provide to us will be true, accurate and current.

3. Modifications to Terms

We may change the Terms at any time. These changes will be posted on the Site and will take effect immediately; provided, however, that if we, in our sole discretion, deem any new and/or additional material terms to be detrimental to your rights, such terms will be marked as material changes and will

take effect 30 days after they are posted on the Site. If any material modifications are detrimental to your rights under these Terms, we will make commercially reasonable efforts to notify you electronically. For example, we may send a message to your email address, if we have one on file, or we may display a notice on this Site indicating that the Terms have changed. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Services or Site following any such changes becoming effective shall indicate your acknowledgement of such changes and agreement to be bound by the revised Terms, inclusive of such changes.

4. Modifications to Services

We reserve the right to modify or discontinue the Site or Services with or without notice to you. We shall not be liable to you or any third party should we exercise our right to modify or discontinue the Site or Services. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Site or Services following any such changes shall indicate your acknowledgement of such changes and satisfaction with the Site and Services as so modified.

5. Privacy

As part of the registration process, you will be asked to provide certain personal information to us. All uses of your personal information will be treated in accordance with our Privacy Policy, which is hereby incorporated into these Terms by reference. If you use the Site and/or the Services, you are accepting the terms and conditions of our Privacy Policy. If you do not agree to have your information used in any of the ways described in the Privacy Policy, you must discontinue use of the Site and the Services.

6. Third Party Content and Monitoring

We distribute and publish content supplied by users of the Services and by other third parties. Accordingly, we have no editorial control over such content. Any services, offers, or other information or content expressed or made available by third parties, including information provided by other users of the Services, are those of the respective author(s) or distributor(s) of that information and not of us. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Services or the Site by anyone other than authorized Seal India employees or Seal India spokespersons while acting in their official capacities. We have the right, but not the obligation, to monitor and review the content on the Site and the Services and your account to determine compliance with these Terms and any other operating rules established by us, to satisfy any law, regulation or authorized government request, or for other purposes. You understand and acknowledge that we do not monitor content for accuracy or reliability.

7. Your Content; License; Representation and Warranty

You are solely responsible for content you provide to us to be published on our Site ("Your Content"), and we act as a passive conduit for the distribution and publication of Your Content. However, we reserve the right to remove Your Content if we believe Your Content may create liability for us. You represent and warrant that you have the necessary rights to authorize us to use Your Content in the manner contemplated by us and these Terms and that Your Content (a) does not infringe on any third

party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) does not violate any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control; (c) is not defamatory or trade libelous; (d) is not pornographic or obscene; (e) does not violate any laws regarding unfair competition, anti-discrimination or false advertising; and (f) does not contain viruses, trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines. You acknowledge and agree that third party users of the Site or Services are third-party beneficiaries of these representations and warranties, and that they shall apply to them with the same force and effect as they apply to us. You hereby grant to us a worldwide, perpetual, irrevocable, transferable, royalty-free right, sub licensable through multiple tiers of sub licenses, to exercise all rights with respect to Your Content in any media now known or not currently known. You also agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to Your Content. You hereby grant to each Third Party (as defined below) a non-exclusive license to access Your Content through the Site, and to use, reproduce, distribute, prepare derivative works of, display, and perform Your Content as permitted by the functionality of the Site and these Terms.

8. Dealing with Partners and Advertisers

Your correspondence, activity or ensuing relationship with individuals, organizations and third parties found on or through the Services, including posting or acceptance of donation and donation-related and volunteer and volunteer-related organizations, projects, site visits, opportunities, other related vehicles, activities and communications and any other terms or conditions associated with such dealings, are solely between you and such parties. YOU AGREE THAT UNIVERSAL GIVING WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS, OR AS THE RESULT OF THE PRESENCE OF SUCH PARTIES ON THE SERVICES OR SITE.

9. Links

Our provision of a link to any other site or location is for your convenience and does not signify our endorsement or affiliation with such other site or location or its contents. We have no control over, do not review, and cannot be responsible for, these outside Web sites or their content. WE WILL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEBSITE, INTERNET LOCATION, OR SOURCE OF INFORMATION, OR FOR YOUR USE OF SUCH INFORMATION.

10. Digital Millennium Copyright Act

It is SealIndia's policy to respond to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). In addition, we will promptly terminate without notice the accounts of those determined by us to be "repeat infringers." If you are a copyright owner or an agent thereof, and believe that any content on the Site infringes upon your copyrights, you may submit a notification pursuant to the DMCA by providing our Designated Copyright Agent (indicated below) with the following information in writing (consult your own legal counsel to confirm these requirements):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by a single notification, a representative list of such works from the Site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Seal India to locate the material;
4. Information reasonably sufficient to permit Seal India to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that if any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Counter Notification

If you elect to send us a counter notice, to be effective it must be a written communication to our Designated Copyright Agent (indicated below) that includes the following:

1. A physical or electronic signature of the subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which Seal India may be found, and that the subscriber will accept service of process from the person who provided notification .

Please note that if any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

For clarity, only DMCA notices should go to Seal India's Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to Seal India customer service through admin@sealindia.org. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

11. Termination

You agree that we, in our sole discretion, may terminate or interrupt your use of the Services or Site without prior notice, and remove and discard Your Content from the Site, for any reason and without prior notice, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms. FURTHER, YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SERVICES. You may discontinue your participation in and access to the Services at any time.

12. Disclaimer Regarding Financial and Legal Advice

The information on this site, including but not limited to reports, newsletters, articles, and opinions, is provided for educational and informational purposes only. It is not intended to provide legal, accounting, or tax advice and should not be relied on in that respect. We suggest that you hire an attorney, accountant, and/or financial advisor to answer any financial or legal questions.