

TERMS AND CONDITIONS

Note: The below rules highlighted in red color in the section – Online platform, force majeure is updated as per the new IT Rules 2021

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This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of <https://www.indiaalliance.org>

<https://www.indiaalliance.org> (hereinafter referred to as "**Website**") is the exclusive property of M/s. DBT/Wellcome Trust India Alliance with its registered office at # H. No. Nishant House, 8-2-351/N/1, 2nd floor, Road No. 2, Venkateshwara Hills, Banjara Hills, Hyderabad - 500034

Your use of the <https://www.indiaalliance.org> is governed by the following terms and conditions ("Terms of Use") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If you browse, access, secure access to the Website, You shall be subject to all the policies and terms mentioned herein. By merely accessing or securing access, browsing the Website, You shall be contracting with <https://www.indiaalliance.org>, DBT/Wellcome Trust India Alliance and these terms and conditions including the policies constitute your binding obligations, with <https://www.indiaalliance.org>, DBT/Wellcome Trust India Alliance

For the purpose of these Terms of Use, wherever the context so requires '**You**' or "**User**" shall mean any natural or legal person browsing, accessing or people or entities subscribing to our newsletters by entering their email id through <https://www.indiaalliance.org> or people or entities contacting us by providing their name, email id, city and seeking information regarding fellowships, science communication workshop, public engagement, event support, general information, website through the contact form made available on <https://www.indiaalliance.org>

For this purpose, the term "**Third Party / Third Parties**" shall mean any party or parties other than M/s. DBT/Wellcome Trust India Alliance

<https://www.indiaalliance.org> allows users to surf, browse the Website without registering. The term "we", "us", "our" shall M/s. DBT/Wellcome Trust India Alliance

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to you. It is your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website, following the posting of changes shall indicate your consent and acceptance to such revisions

As long as you comply with these Terms of Use, We grant you a personal, non-exclusive, non-transferable, limited privilege to enter, access, use the Website.

ACCESSING, BROWSING <https://www.indiaalliance.org>, SUBSCRIBING TO OUR NEWSLETTER THROUGH THE WEBSITE(<https://www.indiaalliance.org>) , CONTACTING US THROUGH THE CONTACT FORM ON THE WEBSITE (<https://www.indiaalliance.org>), INDICATE YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS, SO PLEASE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by the Privacy Policy and legal policies mentioned on <https://www.indiaalliance.org>

ONLINE PLATFORM

DBT/Wellcome Trust India Alliance **is an intermediary and offers an online platform through the Website (<https://www.indiaalliance.org>)**. The online platform displays information regarding activities of M/s. DBT/Wellcome Trust India Alliance. The online platform is designed in a manner to enable the users to contact M/s. DBT/Wellcome Trust India Alliance for seeking information regarding fellowships, science communication workshops, public engagements, general information thereof. Further, the online platform showcases newsletters, applicant's information, details of fellow's, India Alliance Staff and Committee Member information. In addition to the above, the online platform also enables links to IAsys, social media pages of India Alliance and offers information like FAQ's, CEO's message, job related information, media gallery (images & videos), grantsmanship information, application process, eligibility information etc.

You understand, acknowledge and accept that the online platform i.e., <https://www.indiaalliance.org> is only a mere facilitator in third regard.

Policy for Non- Hosting, Non- Storage, Non- Publication of Unlawful Information- Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021- Part II- Rule 3 (1) (b) – Due Diligence by Intermediary

M/s. DBT/Wellcome Trust India Alliance as an Intermediary herein informs You that it shall not host, display, upload, modify, publish, transmit, store, update or share any information that

- (i) belongs to another person and to which the user does not have any right;
- (ii) is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
- (iii) is harmful to child;
- (iv) infringes any patent, trademark, copyright or other proprietary rights;
- (v) violates any law for the time being in force;
- (vi) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- (vii) impersonates another person;
- (viii) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nation;
- (ix) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- (x) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person

Policy for Non- Deployment of Technical Configuration of Computer Resource- Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 – Due Diligence by Intermediary

Rule 3(k)- Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021

M/s. DBT/Wellcome Trust India Alliance as an intermediary shall not knowingly deploy or install or modify technical configuration of its computer resource-<https://www.indiaalliance.org> or become party to act that may change or has the potential to change the normal course of operation of its computer resource-<https://www.indiaalliance.org> than what it is supposed to perform thereby circumventing any law for the time being in force.

Further, M/s. DBT/Wellcome Trust India Alliance may develop, produce, distribute or employ technological means for the purpose of performing the acts of securing its computer resource- <https://www.indiaalliance.org> and information contained therein;

Policy for Voluntary Removal of Information or Disabling of Access- Rule 3 (d)- (Information Technology (Intermediary Guidelines and Digital Media Ethics Code) 2021– Due Diligence by Intermediary

M/s. DBT/Wellcome Trust India Alliance shall remove or disable access to any information, data, communication link as specified in **Policy for Non- Hosting, Non- Storage, Non- Publication of Unlawful Information- Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021- Part II- Rule 3 (1) (b) – Due Diligence by Intermediary** on voluntary basis or on the basis of any grievances received thereof

Policy for Reporting Cyber Security Incidents- Rule 3 (l) (Information Technology (Intermediary Guidelines and Digital Media Ethics Code) 2021– Due Diligence by Intermediary

M/s. DBT/Wellcome Trust India Alliance shall report Cyber Security Incidents and share related information with the Indian Computer Response Team in accordance with the Policies and Procedures as mentioned in **Information Technology (The Indian Computer Emergency Response Team and Manner of Performing Functions and Duties) Rules, 2013.**

Policy for Assistance to Government Agencies- Rule 3 (j) (Information Technology (Intermediary Guidelines and Digital Media Ethics Code) 2021– Due Diligence by Intermediary

M/s. DBT/Wellcome Trust India Alliance shall as soon as possible but not later than seventy-two hours of the receipt of an order, provide information under its control or possession, or assistance to the Government Agency which is lawfully authorised for investigative or protective or cyber securities activities, for the purposes of verification of identity, or for the prevention, detection, investigation, or prosecution, of offences under any law for the time being in force, or for cyber security incidents, however, such order shall be in writing clearly stating the purpose of seeking information or assistance, as the case may be

TERMS OF USE

<https://www.indiaalliance.org> shall be used only by persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use <https://www.indiaalliance.org>. If you are a minor i.e. under the age of 18 years, you shall not register as a member of <https://www.indiaalliance.org> and shall not use <https://www.indiaalliance.org>. As a minor if you wish to use or transact on <https://www.indiaalliance.org>, such use may be made by your legal guardian or parents. <https://www.indiaalliance.org> reserves the right to terminate your Registration and / or refuse to provide you with access to <https://www.indiaalliance.org>, in case it is brought to the notice of <https://www.indiaalliance.org> or if it is discovered that you are under the age of 18 years.

REGISTRATION & NO CHARGES

<https://www.indiaalliance.org> does not charge any fee for browsing, accessing, subscribing to our newsletters, contacting us through <https://www.indiaalliance.org>. However, <https://www.indiaalliance.org> may at its sole discretion introduce new services and modify some or all of the existing services offered on <https://www.indiaalliance.org>. In such an event, <https://www.indiaalliance.org> reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on <https://www.indiaalliance.org> and such changes shall automatically become effective immediately after they are posted on <https://www.indiaalliance.org>. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to <https://www.indiaalliance.org>

<https://www.indiaalliance.org>' s TERMS OF USE

You agree, undertake, and confirm that your use of <https://www.indiaalliance.org> shall be strictly governed by the following binding principles. You hereby agree not to use <https://www.indiaalliance.org> to:-

- a) harass or advocate harassment of another person.
- b) involve the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- c) promote illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous.

- d) infringe upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
- e) promote an illegal or unauthorized copy of another person's copyrighted work such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices
- f) provide material that exploits people in a sexual, violent, or otherwise inappropriate manner or solicits personal information from anyone.
- g) provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.
- h) upload, share, transmit video, photographs, or images of another person (with a minor or an adult).
- i) to gain or attempt to gain unauthorized access or exceeds the scope of authorized access to <https://www.indiaalliance.org>
- j) engage in commercial activities and/or sales without our prior written consent of <https://www.indiaalliance.org> such as contests, sweepstakes, barter, advertising and pyramid schemes etc. related to <https://www.indiaalliance.org>. Throughout this Terms of Use, <https://www.indiaalliance.org> 's prior written consent means a communication coming from <https://www.indiaalliance.org>'s Legal Department, categorically in response to your request, and categorically addressing the activity or conduct for which you seek authorization.
- k) solicit gambling or engage in any gambling activity which We, in Our sole discretion, believe is or could be construed as being illegal.
- l) interfere with another user's use and enjoyment of <https://www.indiaalliance.org> or any other individual's user and enjoyment of similar services.
- m) harm minors in any way.
- n) infringe any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy
- o) violate any law for the time being in force.
- p) spread, transmit, upload software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information.
- q) threaten the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission

of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

- r) You shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or any third parties including individuals, companies, entities, organisations etc.

PROHIBITED USE OF <https://www.indiaalliance.org>

1. You shall not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of <https://www.indiaalliance.org> or any Content, or in any way reproduce or circumvent the navigational structure or presentation of <https://www.indiaalliance.org> or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through <https://www.indiaalliance.org>. We reserve our right to bar any such activity.
2. You shall not attempt to gain unauthorized access to any portion or feature of <https://www.indiaalliance.org> or any other systems or networks connected to <https://www.indiaalliance.org> or to any server, computer, network, or to any of the services offered on or through <https://www.indiaalliance.org>, by hacking, password “mining” or any other illegitimate means.
3. You shall not probe, scan or test the vulnerability of <https://www.indiaalliance.org> or any network connected to <https://www.indiaalliance.org> nor breach the security or authentication measures on <https://www.indiaalliance.org> or any network connected to <https://www.indiaalliance.org>. You may not reverse look-up, trace or seek to trace any information on any other user of <https://www.indiaalliance.org>, or any other customer, including any account on <https://www.indiaalliance.org> not owned by You, to its source, or exploit <https://www.indiaalliance.org> or any service or information made available or offered by or through <https://www.indiaalliance.org>, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by <https://www.indiaalliance.org>
4. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name used by us including the terms M/s. DBT/Wellcome Trust India Alliance, <https://www.indiaalliance.org> or otherwise engage in any conduct or action that might tarnish the image or reputation, of M/s.

DBT/Wellcome Trust India Alliance, <https://www.indiaalliance.org> or otherwise tarnish or dilute any trade or service marks, trade name and/or goodwill associated with the trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of <https://www.indiaalliance.org> 's systems or networks, or any systems or networks connected to the website

5. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of <https://www.indiaalliance.org> or any transaction being conducted through <https://www.indiaalliance.org>, or with any other person's use of <https://www.indiaalliance.org>
6. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal, you send to us on or through the <https://www.indiaalliance.org> or any service offered on or through <https://www.indiaalliance.org>. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
7. You may not use <https://www.indiaalliance.org> or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of M/s. DBT/Wellcome Trust India Alliance, <https://www.indiaalliance.org> and / or others.
8. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from time to time and also all applicable laws, rules and regulations.
9. You may not transmit any chain letters or unsolicited commercial or junk email to other users via <https://www.indiaalliance.org>
10. It shall be a violation of these Terms of Use to use any information obtained from <https://www.indiaalliance.org> in order to harass, abuse, or harm another person, or solicit, or sell to another person including but not limited to individuals, entities, companies, organisations any such information.
11. You understand that we have the right at all times to disclose any information (including the identity of the persons providing information or materials on <https://www.indiaalliance.org> as necessary to satisfy any law, regulation or valid

governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we shall (You hereby expressly authorize us to) disclose any information about You to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

12. We reserve the right, but has no obligation, to monitor the materials posted on <https://www.indiaalliance.org>. <https://www.indiaalliance.org> shall have the right to remove or edit any content, product, image that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. In no event shall M/s. DBT/Wellcome Trust India Alliance, <https://www.indiaalliance.org> assume or have any responsibility or liability for any Content, information posted, uploaded, provided by any Third Party. Further, neither <https://www.indiaalliance.org>, M/s. DBT/Wellcome Trust India Alliance shall hold any responsibility, liability for any claims, damages or losses resulting from actions of any Third Party
13. It is possible that other Users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials on <https://www.indiaalliance.org> and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of <https://www.indiaalliance.org> and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using <https://www.indiaalliance.org>. You acknowledge and agree that we are not responsible for the use of any personal information that You publicly disclose or share with others on <https://www.indiaalliance.org>
14. <https://www.indiaalliance.org> shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

CONTENTS POSTED ON THE WEBSITE

The Platform description, Content, text, user interfaces, visual interfaces, photographs, images, pictures, trademarks, logos, and artwork relating to <https://www.indiaalliance.org> shall be the sole property of M/s. DBT/Wellcome Trust India Alliance and we have

worldwide, perpetual and transferable rights in regard to such Content. We shall be entitled to, consistent with our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works.

The content, images, description etc. relating to the Third Parties and any information uploaded or shared by a user through the contact form made available through <https://www.indiaalliance.org>, any information including email id used by a user to subscribe to our newsletters herein be referred to as “Third-Party Content”. You herein agree that the online platform <https://www.indiaalliance.org> shall merely display such “Third-Party Content” and shall be a mere intermediary for this purpose.

All the intellectual property, proprietary rights arising out of such “Third Party Content” shall be the exclusive property of the respective intellectual property owners. We have no intention to acquire the intellectual property arising out of Third-Party Content. In no event, shall M/s. DBT/Wellcome Trust India Alliance, <https://www.indiaalliance.org>, any responsibility, liability for such Third-Party Content.

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LIABILITY DUE TO INTERNET CONNECTIVITY & NETWORK ISSUES

<https://www.indiaalliance.org>, M/s. DBT/Wellcome Trust India Alliance shall hold no responsibility, liability for any actions, acts including but not limited to errors, transmission, activities and issues arising out of internet connectivity and any other network related issues.

USER OBLIGATIONS

1. You shall be obliged to provide accurate information and other details to us when you subscribe to our newsletter and submit your information through the contact form made available through <https://www.indiaalliance.org>
2. You shall also adhere to the minimum age requirement i.e. 18 years as defined by the law of the land
3. You shall read all the policies, terms mentioned in <https://www.indiaalliance.org>
4. You shall not copy or use the information contained in <https://www.indiaalliance.org>

PRIVACY

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Sensitive Personal Information is one of our most important assets. We store and process Your Sensitive Personal Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our Privacy Policy is available for more details.

INDEMNITY

You shall indemnify and hold harmless <https://www.indiaalliance.org>, M/s. DBT/Wellcome Trust India Alliance, its Director, employees, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions, damage claims made by any third party including third party vendor, user or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

APPLICABLE LAW / JURISDICTION

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Hyderabad, Telangana, India.

DESCRIPTION

<https://www.indiaalliance.org> does not ensure that the content including description, data and information thereof is accurate, complete, reliable, current, or error-free and assumes no liability in this regard. <https://www.indiaalliance.org> may include inaccuracies and typographical errors. Changes

and improvements are periodically made to the site and the information therein. We do not warrant or assume any legal liability or responsibility for the completeness, or usefulness of any information, content, images etc. Information received via <https://www.indiaalliance.org> should not be relied upon for personal, legal or financial decisions.

OUR LIABILITY

We shall be liable for any technical and relative issue with regard to <https://www.indiaalliance.org>. However, we shall hold no liability for unforeseen circumstances, force majeure events and situations beyond our control

FORCE MAJEURE

Neither <https://www.indiaalliance.org> nor M/s. DBT/Wellcome Trust India Alliance shall be responsible for any failure to perform any services due to causes beyond its control, including but not limited to acts of God, war, and riot, acts of civil or military authorities, fire, floods or accident(s), pandemic & emergency situations etc.