

## **Terms and Conditions**

Welcome to our Website. Please read the information below carefully as it is legally binding on you. Your use of this Website means you accept these Terms and Conditions as on the date of your first use of this Website.

### **Definitions**

In the context of these terms and conditions, the following words shall have the following meanings:

"Stop Child Abuse Now (SCAN-Goa)", a charitable organisation registered in Goa under the Societies Act 1860. SCAN-Goa bears registration Number 684 /Goa /2013;

"The Website" means www.scan-goa.in or any website under the ownership or control of Stop Child Abuse Now (SCAN-Goa) from which a link has been created to these terms and conditions;

"the Material" means any information, data, text, graphics, links or programming code or other material published on, contained or available on the Website;

"User" means the individual, firm, company or organisation accessing this website

"Terms and Conditions" means the terms and conditions set out below

## **Applicable terms and conditions**

The Website is owned by Stop Child Abuse Now (SCAN-Goa) and any use made of this site is subject to these terms and conditions. Stop Child Abuse Now (SCAN-Goa) may, at its sole discretion, modify or revise these terms and conditions at any time by updating the text of this page. Please check back regularly because the amended Terms and Conditions will apply to your continued use of the Website.

# **Use of the Website and Copyright**

Anyone is entitled to access, view and print any non-password protected parts of the Website and to use for their own purposes the information contained therein, provided you comply with these Terms and Conditions and

- You use the Material for information purposes only, for reproduction for personal use only and not for reproduction on any other website or for
- commercial gain. All copyright, trade mark and other proprietary notices are kept
- on the Material You do not modify, reproduce, display, and distribute the material without prior written consent from Stop Child Abuse Now (SCAN-Goa).
- Any links created to the website are notified to and approved by Stop Child Abuse Now (SCAN-Goa) before they are created
- No part of the Website is copied, stored in a retrieval system, or transmitted in any form or by any means to any third party without the written permission of Stop Child Abuse Now (SCAN-Goa)



#### **Disclaimer**

The website is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. Users should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in this website. So far as permissible by law, Stop Child Abuse Now (SCAN-Goa) does not accept any liability to any person relating to the use of any such information.

Whilst Stop Child Abuse Now (SCAN-Goa) has taken every precaution in compiling this site certain information may contain typographical or other errors or be out of date and we make no commitment to update such information. Neither Stop Child Abuse Now (SCAN-Goa) nor any contributors to the site can be held responsible for any action (or the lack thereof) taken by any person or organisation wherever they shall be based, as a result, direct or otherwise, on information contained in or accessed through this internet site.

#### **Users**

The Website is intended for people accessing it from within India. We cannot guarantee the site or the information it contains, complies with or is appropriate for use in other countries.

# Warranty and indemnity

The User warrants to Stop Child Abuse Now (SCAN-Goa) that it will not use the Website, the Material or any part thereof for any purpose that is in contravention of any applicable law or regulation or in a manner that will infringe the copyright, trademarks, service marks or other intellectual property rights of third parties or violate the privacy, publicity or other personal rights of others or in any defamatory, obscene, threatening, abusive or hateful manner. The User shall indemnify Stop Child Abuse Now (SCAN-Goa), its employees and agents, harmless against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against Stop Child Abuse Now (SCAN-Goa), its employees and agents, as a result of the use by the User of the Website, the Material or any part thereof for whatever purpose, to the fullest extent permitted by law.

#### Links

The Website contains links to websites operated by parties other than Stop Child Abuse Now (SCAN-Goa). Such links are provided for information purposes only. Stop Child Abuse Now (SCAN-Goa) does not control such websites, and is not responsible for their content. Inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. If a User chooses to follow such links to other websites you do so at your own risk and are solely responsible for evaluating the accuracy and completeness of any information contained on the third party websites, and also the value and integrity of any goods and services offered by such websites. It is the user's responsibility to take all protective measures to guard against viruses or other destructive elements.



If you would like to establish a link to our website you must ask our permission before doing so. Please request permission by contacting us at <a href="mailto:scan.panaji@gmail.com">scan.panaji@gmail.com</a> or <a href="mailto:info@scan-goa.in">info@scan-goa.in</a>

## **System Access**

Whilst we try to ensure that the Website is normally available 24 hours a day, we shall not be liable for any reason when the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

# **Limitation of liability**

Neither Stop Child Abuse Now (SCAN-Goa) or any other party involved in creating, producing, maintaining or delivering the Website, will be liable for any amount or kind of loss or damage that may result to you or a third party including without limitation any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, whether in tort, contract or otherwise (including without limitation negligence) in connection with: your use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites; or any amount or kind of loss or damage including without limitation any loss or damage due to viruses that may infect your computer equipment, software, data, or other property on account of your access to, use of, or browsing the Website or your downloading of any Material from the Website or any websites linked to the Website.

In so far as we are able we exclude all liability for all direct, indirect, punitive or consequential loss or damage which arises out of or in connection with the use of the Website.

If your use of the Website results in the need for servicing, repair or correction of your equipment, software or data, you assume all costs of this.

# **Privacy Policy**

Your privacy online is important to us. Please read our Privacy Policy.

#### Viruses

Whilst Stop Child Abuse Now (SCAN-Goa) makes all reasonable attempts to exclude viruses from the website it cannot ensure such exclusion and no liability is accepted for damage caused through the downloading of viruses. Therefore, you are recommended to take all appropriate safeguards before downloading information from the Website.

#### General

If any provisions of these terms and conditions are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

These terms and conditions constitute the entire agreement between Stop Child Abuse Now (SCAN-Goa) and the User and supersede all other (prior or contemporaneous) communications and proposals, whether electronic or written, between the User and Stop Child Abuse Now (SCAN-Goa).



Any failure of Stop Child Abuse Now (SCAN-Goa) to exercise or enforce any of its rights under these terms and conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the subsequent exercise or enforcement or any such rights.

## **Jurisdiction**

The terms and conditions and the use by the User of the Website shall be governed by the laws applicable in India and the parties hereto submit to the exclusive jurisdiction of the Indian courts in all disputes arising out of or relating to the Website and/or any transactions made on the Website, or these terms and conditions.