

## **Terms of Use**

1. This website is operated by the Student Government of the Bombay International School (“SG”).

2. These Terms of Use, [Privacy Policy](#), [Disclaimer](#) and any other terms, appendices, payment policy, and terms of use referred to in any of those documents, will be binding on any natural or legal person (including their heirs, administrators, successors and assigns) who has visited and/or registered themselves on the [website](#).

3. This document is an electronic record under the provisions of the Information Technology Act, 2000 and Rules framed thereunder, including the Information Technology (Intermediaries Guidelines) Rules, 2011 (as applicable and as amended from time to time). This electronic record is generated by a computer system and does not require any physical or digital signatures. The acceptance of these Terms of Use is a prerequisite to the usage of the Website and by using the Website in any manner whatsoever, the User confirms his/her acknowledgement and acceptance of the same and agrees to be bound by the same.

4. The use of the Website is available only to persons competent to contract as specified under the Indian Contract Act, 1872 and all persons incompetent to contract, including minors, are ineligible to use the Website. The acceptance of these Terms of Use necessarily implies that the User is not under the age of 18 years and shall not operate the Website, otherwise than through a guardian who is competent to contract. We reserve the right to terminate any registration and/or refuse access to the Website if at any time it is discovered that a user is below the age of 18 years and/or otherwise not competent to contract in terms of the Indian Contract Act, 1872.

5. So long as the User complies with these Terms of Use, the Privacy Policy and the Disclaimer, the User is granted a personal, non-exclusive, non-transferable and limited privilege to enter and use the Website

6. If at any time, the User does not wish to be bound by these Terms of Use, the Privacy Policy, and the Disclaimer, the User may reject the same by emailing at \_\_\_\_\_. Any such User must not use the Website and/or avail of any services provided by it.

7. We reserve the right to unilaterally update, modify and/or improve the Website from time to time. The User acknowledges that the Website shall monitor the usage by the Users from time to time.

## **Limitation of Liability**

1. We are not responsible for loss of access to the Website and/or its services due to failure and/or delay of network and/or heavy traffic in respect of internet connections and/or any other temporary hardware or software failure.
2. While we make every effort to ensure the accuracy and integrity of the information provided on the Website, there exists a possibility of human error and/or inaccuracies in the information provided and/or omitted. Any statement on the

website does not constitute a representation, warranty or assumption of liability of any kind.

3. With respect to the above, we shall not be liable for any loss and/or liability resulting, directly and/or indirectly, from these Terms of Use, the Privacy Policy and the Disclaimer, and/or delays or interruptions due to electronic or mechanical equipment failures and/or for reasons of force majeure.
4. The Website may include external and/or third-party links and it is the responsibility of the User and the User will be deemed to have acquainted himself/herself/itself with the privacy policies and terms of Use of such third-party websites; We do not in any manner whatsoever vouch for and/or cannot in any manner be held responsible for the information set out therein.
5. In certain cases in order to login to your account, the User will be redirected to external pages governed by BIS. In such cases, the present Terms of Use, Privacy Policy and Disclaimer shall be applicable mutatis mutandis.

### **Indemnity**

1. The User hereby agrees to indemnify, defend and hold harmless the SG and/or its members, BIS, its trustees, Board of Governors, officers and employees from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:
  - any violation of these Terms of Use, the Privacy Policy and the Disclaimer;
  - any violation of the law;
  - any violation by the User of the rights of third parties, including infringement of Intellectual Property Rights;
  - any activity related to the User's account, whether by the User himself/herself or any other person and/or entity accessing the User's account without the User's consent, unless such activity was caused by our action and/or omission.

### **Intellectual Property Rights**

1. All intellectual property on the Website, including but not limited to trademarks, logos, sound, artwork and/or any and/all text, graphics, User interfaces, visual interfaces, and any and/or all media of all types (collectively, "Content") belongs to us and we are the sole and exclusive owner of the same.
2. Accordingly, Users are cautioned against any unauthorized use of the Content provided on the Website and the User agrees as follows:
  - the User shall not copy and/or transmit for commercial purposes, any part of the Website;
  - the User is liable for any unauthorized infringement of the intellectual property rights in the Content by such User.

### **Breach of the Terms of Use, Privacy Policy and Disclaimer**

1. In the event that it is discovered that the User has breached any terms and / or conditions of the Terms of Use, The Privacy Policy and/or the Disclaimer, we reserve the right to refuse access to the Website at any time and take such other action (including recourse to legal remedies) as advised.

### **Modifications**

1. We reserve the right to unilaterally make changes or modify and/or change and/or update the Terms of Use set out herein at any time and from time to time and in any manner whatsoever, without prior notice. The User hereby accepts that his/her continued access to and/or use of the Website post such modifications is deemed to be an acceptance of the same and will bind the User as such.

### **Prohibited Uses**

1. The User accepts and confirms that he/she shall not use the Website for and/or otherwise undertake any acts that are illegal and/or unlawful and/or malicious and/or any other activities whatsoever that we deem to be improper in our sole judgment, including but not limited to:
  - impersonating any person and/or entity; misrepresenting himself/herself; and/or providing any information that is inaccurate, misleading and/or fraudulent;
  - preventing us from, in any manner whatsoever, authenticating the information provided by the User;
  - access and/or use (and/or attempt to access or use) the account and/or login credentials of any other User;
  - transmit any software and/or any other media that contain any viruses, worms, trojan horses, defects, or other such destructive / malicious software;
  - infringe upon the intellectual property rights of the Website in any manner whatsoever, including but not limited to modifying and/or adapting and/or decompiling any portion of the Website;
  - harvest and/or collect information or from other Users of the Website;
  - act in a manner that is fraudulent and/or otherwise illegal for any reason whatsoever
  - acting in collusion and/or in connivance with other User(s);
  - act otherwise than with complete decorum in his/her/its interactions with the site and/or the SG
  - facilitate and/or encourage any of the aforesaid violations and/or destructive acts.
2. In all such cases, we reserve the right to take such technical and/or legal steps as it deems necessary, including steps to restrain a User from accessing the Website.

### **Governing Law**

1. These Terms of Use, the Privacy Policy and the Disclaimer shall be governed by and construed in accordance with the laws of India.

### **Survival**

1. Certain terms of these Terms of Use will survive the termination of the same, including those relating to Indemnity, Limitations of Liability, and Governing Law.

### **Miscellaneous**

1. We are not obliged to ensure that the Website is available to all Users at all times. While all attempts will be made to deny access only to those individuals who violate the terms of use of the Website, we may occasionally be compelled to use methods of access denial that result in a disruption in access for other Users. We reserve the right to periodically modify or discontinue, functions and features of the service, with or without notice, without any liability thereof.
2. We reserve the right at any time, and from time to time, to discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice.
3. Should the User at any time be dissatisfied with the services provided on the Website, as amended from time to time and/or of its contents, the only remedy available to him/her/it would be to discontinue the use of the Website.