

Terms & Conditions

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Welcome to www.myzerogravity.org (the website) where you may avail facilities provided by Dr Shrikant Jichkar foundation, registered under section 25 of the Indian Companies Act, 1956 and having registered office at Bharat nagar Nagpur and the owner of this website(www.myzerogravity.org).

From here onwards in this agreement, the term “Zerogravity” refers to the website www.myzerogravity.org and Art of Charity Organisation who owns this website.

This Terms and Conditions of Service (“Agreement”) between Zerogravity and users / registered members of the website (“You”) describes the terms on which Zerogravity offers you the Services (as defined below) through the website. The use of this website is governed by the terms and conditions under this Agreement. Before using this website, you must carefully read, understand, accept and agree to abide by all the terms and conditions under this Agreement. If you do not agree to these terms and conditions under the Agreement, please do not use the website.

Zerogravity reserves the right to revise, amend or modify the policy entailed in this disclaimer at any time and in any manner as it may deem fit. Any change or revision so effected will be posted on the site. It is therefore important that you review these terms regularly to ensure you are updated as to any changes.

1. Description of Zerogravity services

The facilities and services provided by Zerogravity are as follows,

1.1 Funding services: Zerogravity enlists various NGOs and display their funding requirements on the website. Registered members can use facilities of Zerogravity to donate to the cause they are interested in.

1.2 Payment Gateway: If you are making donations through the payment gateway, you understand that the payment gateway is provided by a third party and governed by the terms and conditions provided by such third party. You are liable in the event you violate any of the terms and conditions of such third party in making your donations. Zerogravity shall not be responsible for any such errors or default in making your donations.

1.3 Zerogravity as facilitator: You understand that Zerogravity is merely a facilitator for the donations to reach the NGO(s), who are responsible for the

cause to which you have donated. Zerogravity shall make every effort to ensure that the donation is utilized for the purpose which is specified in the description.

1.4 Utilization of donations and Feedback reports: Zerogravity strives to provide a feedback report on the utilization of donations made by you within reasonable time limits. The feedback report time period may vary depending on the nature of utilization of donation.

1.5 Tax exemption certificates: You are requested to go through the tax exemption details displayed in the content of every cause before you make the donation. Zerogravity will ensure that NGOs registered on the website send applicable tax exemption certificates to you within reasonable time limits.

2. Member Information

2.1 Before making any donation, you are required to register with Zerogravity as a member by filling up all the mandatory information in the membership form. This information will be used for further communication in terms of tax exemption certificates, feedback reports etc. And also note that this is required as per Government of India order to record all the information about the donors.

2.2 You acknowledge that all information on member profile has been entered by or on behalf of you are true to the best of your knowledge. Zerogravity shall take reasonable steps to maintain the confidentiality of such information. However, Zerogravity does not assume any liability in case of any direct or indirect loss, injury, claim, liability or damages of any kind whatsoever arising on account of divulgence of such personal information by the visitor.

2.3 When you sign up to become a member of Zerogravity, you will be asked to choose a password. You hereby agree not to use the account or password of another user at any time or to disclose your password to any third party. You agree to notify Zerogravity immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

2.4 By accepting this Agreement, You agree that you are responsible for all information provided and subsequent activities carried by you on the website until you close such account or we terminate your account in accordance with the provisions of this agreement. Zerogravity retains the right to suspend or terminate your account without any further notice, due to reasons including but not limited to the following;

a) breach or violate of these Terms or other Zerogravity agreements or guidelines,

- b) requests by law enforcement or other government agencies,
- c) a request by you,
- d) unexpected technical issues or problems or,
- e) extended periods of inactivity.

2.5 Termination of your Zerogravity account includes removal of access to all offerings within the Zerogravity Services and may also bar you from further use of the Zerogravity Services. Furthermore, you agree that all terminations shall be made at Zerogravity's sole discretion and that Zerogravity shall not be liable to neither you nor any third party for any termination of your account or access to the Zerogravity Services.

3. NGO Information

3.1 Zerogravity enlists NGOs to be a part of this platform after screening their activities on a best effort basis. Zerogravity has the sole discretion to enlist/delist NGOs to avail its services.

3.2 Some of the content on the website is provided by various NGOs that are enlisted. Such content has been reproduced after prior permission from the content owner i.e. NGOs and the copyright of such content will remain exclusively with the NGOs. Zerogravity does not assume any responsibility for the mistakes which might appear in such content.

4. Donations

4.1 You can donate to selected causes on Zerogravity using a number of payment methods such as credit or debit cards or cheque. Donations are processed by our payment gateway service provider CCAvenue.

4.2 All donations made through Zerogravity are **NON-REFUNDABLE**. Please contact Zerogravity immediately if there are justifying reasons or circumstances for refund and your case may be reviewed on a best effort basis and decision of Zerogravity will be final.

4.3 You will receive an email confirming your donation to the cause. This is the final confirmation of your donation. If you have not received please contact Zerogravity immediately.

4.4 Zerogravity reserves the right at any time from time to time to modify or discontinue, temporarily or permanently the donation facility with or without notice.

5. Prohibited Activity

5.1 You agree to act in a responsible and legal manner when using the Zerogravity Services. You shall comply with all applicable laws, regulations

and rules and undertake not to use the Zerogravity Services for any unlawful purpose or in a manner which is likely to cause harm or offence any other user including Zerogravity.

5.2 You agree not to post content that is patently offensive and promotes racism, bigotry, hatred or harm of any kind against any group or individual;

5.3 You agree not to create a false identity on the website, impersonate any person or entity (including members of Zerogravity) or falsely state or otherwise misrepresent yourself, your name, your age or your affiliation with any person or entity;

5.4 You agree not to submit or transmit through any material that contains viruses or any other computer codes, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;

5.5 Zerogravity reserves the right to investigate and take appropriate legal action against anyone who, in Zerogravity's opinion, violates this provision, including, without limitation, reporting you to appropriate law enforcement authorities.

6. Content

6.1 You are solely responsible for the content that you post on or through any of the Zerogravity Services, and any material or information that you transmit to other users. Zerogravity will not liable and does not endorse and has no control over such content.

6.2 All trademarks reproduced in this website, which are not the property of, or licensed to Zerogravity, are acknowledged on the website.

6.3 Through this website links to other websites are provided for your convenience to provide further information and they are not under the control of Zerogravity. Zerogravity has no control over the nature, content and availability of those websites.

7. Intellectual property rights

7.1 Unless otherwise stated, Zerogravity or our third parties own the intellectual property rights in the website and material on the website.

7.2 You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

7.3 Zerogravity grants you a personal, non-transferable and non-exclusive right and license to use the services; provided that you do not (and do not allow any third party to)

a) Sell, rent or sub-license material from the website;

b) Show any material from the website in public, without accreditation of the source;

c) Reproduce, duplicate, copy or otherwise exploit material on Zerogravity website for a commercial purpose;

d) Edit or otherwise modify any material on the website.

8. Availability

8.1 Zerogravity aspires to be a dynamic website by adding new features and content regularly for the benefit of visitors. For this purpose Zerogravity website may be temporarily shut down for updating work. However, Zerogravity will put its best efforts to minimise the inconvenience caused due to non-availability of website.

8.2 At Zerogravity we make every effort is made to keep the website up and running smoothly. However, Zerogravity takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to issues beyond our control.

9. Indemnification

9.1 By accepting these Terms, you agree to indemnify and otherwise hold harmless Zerogravity, its officers, employees, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from the use of the Zerogravity Services by you or by those who have access to the service through your account.

10. Privacy and Disclosure

10.1 Use of the Zerogravity services is also governed by our Privacy Policy, which is incorporated into these terms by this reference. Without limitation of the terms and conditions set forth in our you understand and agree that Zerogravity may disclose personally identifiable information if required to do so by law or in the good faith belief that such disclosure is necessary to comply with legal process, enforce these terms or protect the rights, property or safety of Zerogravity, its members and the public.

11. Governing Law/Dispute Resolution

11.1 The contract shall be governed in accordance with the laws of India and the Courts in Nagpur shall have the exclusive jurisdiction to try and suit, proceedings in connection therewith/in that behalf. Any disputes under this

agreement, which cannot be settled by negotiation may be resolved exclusively by arbitration and shall be held in Nagpur, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.\ Subject to the above, the courts of law at Nagpur alone shall have the jurisdiction in respect of all matters connected with the agreement. The arbitration award shall be final and binding.