

Terms and conditions of use

Introduction

1. These terms and conditions shall govern your use of Internet and Mobile Association of India's ("IAMAI/our/us/we") website in connection with the **Salesforce RoundTable 2023 ("conference")**.
 - 1.1. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
 - 1.2. If you [register with our website, submit any material to our website or use any of our website services], we will ask you to expressly agree to these terms and conditions.
 - 1.3. You must be at least [18] years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least [18] years of age.
 - 1.4. Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our [privacy and cookies policy].

2. License to use website

2.1. You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;

and

- (e) [use [our website services] by means of a web browser],

subject to the other provisions of these terms and conditions.

- 2.2. Except as expressly permitted BY THE provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 2.3. You may only use our website for the purpose for which it is meant, and you must not use our website for any other purposes.
- 2.4. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

2.5. You will not:

- (a) re-publish material from our website;
- (b) sell, rent or sub-license material from our website;
- (c) unauthorizedly display any material from our website;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

2.6. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

3. Acceptable use

3.1. You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) use website in any way or take any action that causes, or may cause, damage to the Event or cause any prejudice to the Event.
- (e) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website;
- (f) access or otherwise interact with our website using any robot, spider or other automated means;
- (g) violate the directives set out in the robots.txt file for our website; or
- (h) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing) for any reason.

3.2. You must not use data collected from our website to contact individuals, companies or other persons or entities.

- 3.3. You must ensure that all the information you supply to us through our website, or in relation to the Event, is true, accurate, current, complete and non-misleading.

4. Registration and accounts

- 4.1. You may register for an account with our website by [completing and submitting the account registration form on our website and clicking on the verification link in the email that the website will send to you].
- 4.2. You must not allow any other person to use your account to access the website.
- 4.3. You must notify us in writing immediately if you become aware of any unauthorized use of your account.
- 4.4. You must not use any other person's account to access the website.

5. User login details

- 5.1. If you register for an account with our website, [we will provide you with] OR [you will be asked to choose] [a user ID and password].
- 5.2. Your user ID must not be liable to mislead; you must not use your account or user ID for or in connection with the impersonation of any person.
- 5.3. You must keep your password confidential.
- 5.4. You must notify us in writing immediately if you become aware of any unauthorized disclosure of your password.
- 5.5. You are responsible for any activity on our website arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

6. Cancellation and suspension of account

- 6.1. If we find that you have violated these Terms of Use, we have the right to:
- (a) [suspend your account];
 - (b) [cancel your account]; and/or
 - (c) [edit your account details],
- at any time in our sole discretion without notice or explanation.
- 6.2. You may cancel your account on our website [using your account control panel on the website].

7. Your content: license

- 7.1. In these terms and conditions, "your content" the information that you provide to register for the Event and the information that is required by the website.
- 7.2. You grant to us a worldwide, non-exclusive, royalty-free right and license to use, reproduce, store, adapt, publish, translate and distribute your content in connection with the Event or any other event or program that we organize at any time in the future, or in any other manner that we may decide.
- 7.3. You may edit your content to the extent permitted using the editing functionality made available on our website.
- 7.4. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

8. Your content: rules

- 8.1. You warrant and represent that your content will comply with these terms and conditions.
- 8.2. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 8.3. Your content, and the use of your content by us in accordance with these terms and conditions, must be correct, accurate and authenticate and must not be in violation of any applicable law, rule / or regulation or infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property rights.

9. Limited warranties

- 9.1. We do not warrant or represent:
 - (a) the completeness or accuracy of the information published on our website;
 - (b) that the material on the website is up to date; or
 - (c) that the website or any service on the website will remain available.
- 9.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

- 9.3. To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

10. Breaches of these terms and conditions

- 10.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings.
- (b) temporarily suspend your access to our website.
- (c) permanently prohibit you from accessing our website.
- (d) [block computers using your IP address from accessing our website].
- (e) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) [suspend or delete your account on our website].

- 10.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking [(including without limitation [creating and/or using a different account])].

11. THE TRANSMISSION OF DATA OR INFORMATION INCLUDING COMMUNICATIONS BY E-MAIL OVER THE INTERNET OR OTHER PUBLICLY ACCESSIBLE NETWORKS IS NOT SECURE, AND IS SUBJECT TO POSSIBLE LOSS, INTERCEPTION OR ALTERATION WHILE IN TRANSIT. ACCORDINGLY, IAMAI DOES NOT ASSUME ANY LIABILITY FOR ANY DAMAGE YOU MAY EXPERIENCE OR COSTS YOU MAY INCUR AS A RESULT OF ANY TRANSMISSIONS OVER THE INTERNET OR OTHER PUBLICLY ACCESSIBLE NETWORKS, SUCH AS TRANSMISSIONS INVOLVING THE EXCHANGE OF E-MAIL. IN NO EVENT WILL SUCH DATA OR INFORMATION BE DEEMED TO BE CONFIDENTIAL, CREATE ANY FIDUCIARY OBLIGATIONS ON IAMAI'S PART, OR RESULT IN ANY LIABILITY TO YOU IN THE EVENT THAT SUCH INFORMATION IS INADVERTENTLY RELEASED OR ACCESSED BY THIRD PARTIES WITHOUT CONSENT.

12. IAMAI TAKES NO RESPONSIBILITY WHATSOEVER FOR THE INFORMATION YOU HAVE UPLOADED TO THE WEBSITE AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, OR LOSS OF SUCH INFORMATION, OR FAILURE TO STORE ANY OF SUCH INFORMATION. NOR IS IAMAI RESPONSIBLE

FOR LOSS OF INFORMATION THROUGH THE ACTION OF ANY THIRD PARTY OR BECAUSE OF CIRCUMSTANCES BEYOND IAMAI'S CONTROL. YOU ARE EXPECTED TO HAVE YOUR OWN BACKUP OF ALL OF YOUR INFORMATION.

13. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT NEITHER IAMAI NOR ANY OF ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, REPRESENTATIVES, CONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM USE OF THE WEBSITE OR FROM ANY ACTIONS IAMAI TAKES OR FAILS TO TAKE. THESE INCLUDE BUT ARE NOT LIMITED TO DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, UNAUTHORIZED ACCESS TO AND ALTERATION OF TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, AS THE RESULT OF NEGLIGENCE OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. IAMAI IS NOT RESPONSIBLE FOR DELETION OR LOSS OF FILES OR INFORMATION UPLOADED TO THE SERVICES.
15. YOU UNDERSTAND AND ACKNOWLEDGE THAT IAMAI WILL NOT BE LIABLE FOR ANY NETWORK-RELATED PROBLEMS ATTRIBUTABLE TO THE OPERATION OF THE WEBSITE AND THAT NETWORK CONFIGURATION CHANGES MAY AFFECT THE WEBSITE'S PERFORMANCE.
16. YOU HEREBY ACKNOWLEDGE AND AGREE THAT IAMAI SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH OR ARISING FROM THE YOUR USE OF THE WEBSITE, AS SET FORTH HEREIN. YOUR ONLY RIGHT OR REMEDY REGARDING ANY PROBLEMS OR DISSATISFACTION WITH THE WEBSITE IS TO UNINSTALL IT AND/OR DISCONTINUE THE YOUR USE OF THE WEBSITE.
17. IAMAI SHALL IN NO CASE BE LIABLE FOR ANY PERSONAL INJURY HARM, OR DEATH RELATED TO USE OF THE WEBSITE, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE, EVEN IF IAMAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE CLAIMED UNDER WARRANTY, CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, AND EVEN IF IAMAI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IAMAI'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION, WILL NOT EXCEED RUPEES HUNDRED.

19. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS IAMAI AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND PARTNERS, HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, ACTION, OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL AND ACCOUNTING FEES, ALLEGING OR RESULTING FROM (I) YOUR USE OF THE WEBSITE; (II) YOUR CONTENT OR COMMUNICATIONS, OR (III) YOUR BREACH OF THE TERMS OF THIS AGREEMENT. IAMAI SHALL PROVIDE NOTICE TO YOU PROMPTLY OF ANY SUCH CLAIM, SUIT, OR PROCEEDING AND SHALL ASSIST YOU, AT YOUR EXPENSE, IN DEFENDING ANY SUCH CLAIM, SUIT OR PROCEEDING. IAMAI RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO IMMEDIATE INDEMNIFICATION.

20. INTELLECTUAL PROPERTY RIGHTS

IAMAI and any other IAMAI trademarks and trade names, and any variations thereof, are and shall remain the trademarks and trade names and exclusive property of IAMAI, and any unauthorized use of such trademarks and trade names is prohibited.

The WEBSITE (including without limitation the related software and media, the design of the website and associated content including text, scripts, graphics, interactive features and the like, and the trademarks, service marks and logos contained therein (all programs, compiled binaries, interface layout, interface text, documentation, resources and graphics) is the sole and exclusive property of IAMAI and is protected by copyright, trademark, and other intellectual property common and statutory laws of the India and under applicable laws of other countries.

You agree that IAMAI owns and retains all rights to the website and that its content is solely owned and controlled by the content provider and all such material are protected and copyrighted, trademarked and protected by copyright, trademark, and other intellectual property common and statutory laws of the India and under applicable laws of other countries.

You may not sell or modify the website content or reproduce, display, publicly perform, distribute, or otherwise use the website in any way for any purpose.

21. Payments and Billing

In order to make payments online, You undertake to use a valid payment card or bank details or third party wallets or details required for any other mode of payment (“Payment Details”) with the authority to use the same, to have sufficient funds or credit available to complete the payment for the services in good standing. By providing the Payment Details, You represent, warrant, and covenant that: (1) You are legally authorized to provide such Payment Details; (2) You are legally authorized to perform payments using such Payment Details; and (3) such action does not violate the terms and conditions applicable to your use of such Payment Details or applicable law. You agree that you are responsible for any fees charged by your mobile carrier in connection with your use of the payment services through your mobile. IAMAI shall use the Payment Details as described in the IAMAI’s Privacy Policy. You may add, delete, and edit the Payment Details you have provided from time to time through the platform.

Failed Transactions: Except to the extent otherwise required by applicable law, IAMAI is not liable for any payments authorized through the payment platform using your Payment Details. Particularly, IAMAI is not liable for any payments that do not complete because: (1) your payment card or bank account or third party wallet does not contain sufficient funds to complete the transaction or the transaction exceeds the credit limit in respect of the Payment Details provided; (2) you have not provided us with correct Payment Details; (3) your payment card has expired; or (4) circumstances beyond IAMAI’s control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) which prevent the execution of the transaction.

With regards to payments, IAMAI shall not be responsible or liable for any unauthorized transactions conducted on IAMAI’s platform using your payment card or internet banking.

22. Variation

22.1. We may revise these terms and conditions from time to time.

22.2. [The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.] OR [We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.]

22.3. If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions

within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

- 22.4. We shall have the right, at our sole discretion, to modify, add, or remove any terms or conditions of these terms and conditions without notice or liability to you. Any changes to these terms and conditions shall be effective immediately following the posting of such changes. You agree to review these terms and conditions from time to time and agree that any subsequent use by you of our website following changes to these terms and conditions shall constitute your acceptance of all such changes. Under certain circumstances, we may also elect to notify you of changes or updates to our terms and conditions by additional means, such as pop-up or push notifications or through e-mail notifications.

23. Assignment

- 23.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 23.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

24. Severability

- 24.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 24.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

25. Third party rights

- 25.1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 25.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

26. Entire agreement

- 26.1. The terms and conditions[, together with [our privacy and cookies policy],] shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

27. Law and jurisdiction

- 27.1. These terms and conditions shall be governed by and construed in accordance with [Indian Law].
- 27.2. Any disputes relating to these terms and conditions shall be subject to the [exclusive] jurisdiction of the courts of Mumbai, [India].

28. Our details.

- 28.1. This website is owned and operated by Internet and Mobile Association of India.
- 28.2. We are registered in India under registration number [number], and our registered office is at 406, Ready Money Terrace, 167, Dr. Annie Besant Road, Worli Naka, Mumbai-400018.
- 28.3. Our principal place of business is at 406, Ready Money Terrace, 167, Dr. Annie Besant Road, Worli Naka, Mumbai-400018.
- 28.4. **You** can contact us:
- (a) [using our website contact form];
 - (b) [by telephone, on [the contact number published on our website from time to time]]; or
 - (c) [by email, using [the email address published on our website from time to time]].