



## Triquetrus Initiatives's External Facing Terms & Conditions

1. This document, including the sub sections, contains all the External Facing Terms & Conditions that cover the various Offerings, activities and functions provided by Triquetrus Initiatives LLP to the general public including, but not limited to, beneficiaries, customers, clients, service providers, vendors, users and the like.
2. This document, including the sub sections, governs the User's use and Triquetrus's provisioning of Offerings whether or not for any consideration.
3. This document, including the sub sections, would apply irrespective and override any and all terms mentioned by the User.
4. The latest version of this document, including the sub sections, shall automatically supersede any and all previous versions and shall be automatically applicable for all previous and past Offerings.
5. In this document, or in any related documents, the following terms shall have the following meanings, unless the context otherwise requires:
  - a. "Triquetrus Initiatives" or "We" or "Us" or "Our" shall mean and include Triquetrus Initiatives LLP, its officers, agents and employees;
  - b. "User", "Beneficiary", "You" or "Your" shall mean and include any individual(s), organisation(s), legal entity, group(s), person(s), beneficiary, or representative(s), who have utilized/used or shall utilize/use any Offerings of Triquetrus Initiatives;
  - c. "Offerings" shall mean and include any and all the various facilities, funds, investments, contributions, participation, goods, services, items, content, resources, Internet Resources, Donated Items, etc. that is offered by Triquetrus Initiatives whether for philanthropic, commercial or non-commercial purposes, irrespective of any payments or consideration.
6. *Force Majeure*: Triquetrus Initiatives shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond our reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance or requirement of any government or legal body or any representative of any such government or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or inability to secure raw materials, transportation facilities or fuel, energy shortages, or acts or omissions of other common carriers.
7. Triquetrus Initiatives may be required, in certain circumstances, to disclose information in good faith and where Triquetrus Initiatives is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.
8. All Offerings are purely at the sole discretion of Triquetrus Initiatives LLP.
9. Excepting any explicit written commitments or agreements or warranties:
  - a. The User waives and releases any and all claims against Triquetrus Initiatives with respect to any and all injury, disability, death, loss or damage to property resulting from possession, use or misuse of the Offerings, regardless of the cause, even if caused by negligence, whether passive or active. The User agrees not to sue Triquetrus Initiatives basis of these waived and released claims, whether or not these claims are known to the User at this time.
  - b. The User will defend, indemnify and hold Triquetrus Initiatives harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be suffered by Triquetrus Initiatives, resulting directly or indirectly from the possession, use or misuse of the Offerings by the User or any other person.



- c. In no event shall Triquetrus Initiatives be liable for direct, indirect, special, consequential, incidental or punitive loss, injury, damage, claim, or expenses arising out of or in connection with the Offerings, including but not limited to the use, transportation, disposal, possession, misuse or consumption of the donated items, goods, services, etc. either by the User or any other person.
  - d. If there are any explicit written commitments or agreements or warranties by Triquetrus Initiatives to the User, then any claims will be limited only to the Offering or agreement in question and all claims shall be limited to what is explicitly written in the said agreement or warranty.
10. The failure of Triquetrus Initiatives to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision.
  11. If any provision of these Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.
  12. Any rights not expressly granted herein are reserved.
  13. This document is subject to the laws of Maharashtra, India. Any and all disputes will be under the jurisdiction of the courts in Vasai, Palghar, Maharashtra, India.
  14. Your use or continued use of any Offerings constitutes your agreement to these Terms & Conditions, which may be updated by us from time to time without notice to You. If you do not agree with these Terms & Conditions, please do not utilize any Offerings.
  15. User shall not assign, transfer or novate these Terms & Conditions, or any Offerings given under these Terms & Conditions, or any right or obligation thereunder or delegate any performance without the prior written consent of Triquetrus Initiatives.
  16. If Triquetrus Initiatives and a User have mutually agreed in writing to any exceptions to these Terms and Conditions, then only the remaining stipulations/provisions of these Terms and Conditions, shall be applicable.
  17. The parties agree that if any portion of this agreement is found to be void or unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.
  18. If you are not legally competent to accept these Terms & Conditions, please stop immediately from utilizing any Offerings.
  19. This version of the document is Effective from 23-May-2021 and it automatically supersedes all previous versions, without the need of any notification whatsoever.



## A. Terms & Conditions for Use of Internet Resources

1. These terms and conditions apply to all access and usage of Internet Resources of Triquetrus Initiatives LLP.
2. This Internet Resource or Web Site is not intended for and is not designed to attract children under 13 years of age.
3. In this document, or in any related documents, the following terms shall have the following meanings, unless the context otherwise requires:
  - a. "Internet Resource" shall mean and include, but not limited to, any and all websites, social forums, apps, blogs, file shares, content shares, online listings, and internet postings, whether available publicly or to selected person(s) or by login, and covers all types of information in textual, graphical, audio, visual, tabular and numerical formats;
  - b. "User" or "You" or "Your" shall mean and include any individual(s), organisation(s), legal entity, group(s), person(s) or representative of a User, who has accessed or used any Internet Resources owned, provided, created, controlled or otherwise managed by Triquetrus Initiatives;
  - c. "Personal Information" refers to any information from which the User's identity is apparent or can be reasonably ascertained.
4. The User acknowledges, confirms and affirms that they have fully read and understood these terms and conditions, and accepted these terms and conditions without any reservations or restrictions of any kind.
5. The User acknowledges, confirms, affirms and understands that these Terms are binding on the parties and govern their relationship with Triquetrus Initiatives regarding the use of the Internet Resource.
6. Triquetrus Initiatives gives the User limited permission to use the Internet Resource, subject to the following restrictions.
  - a. Except as expressly authorized by Triquetrus Initiatives under a separate license or other agreement with the User, the User may only use, download, or print material contained on the Internet Resource for personal and noncommercial use, and any commercial use, such as selling content, or posting information on another Internet Resource, is prohibited.
  - b. The User may not frame, modify, delete all or a portion of the Internet Resource.
  - c. The User may not modify or delete any proprietary notices on the Internet Resource or from materials downloaded or printed out from the Internet Resource.
  - d. The User may not systemically retrieve, download or print materials from the Internet Resource.
  - e. The User may not transmit, distribute, sell or otherwise provide any content or data from the Internet Resource to a third party.
  - f. The User shall not access and/or use the Internet Resource in a manner contrary to any applicable law.
  - g. The User agrees to be solely responsible for their use of the Internet Resource.
7. Triquetrus Initiatives is the owner or licensee of all rights in the Internet Resource and its content and related software. You have no rights to such content or software other than those expressly granted in these Terms & Conditions. The logos or other proprietary marks of Triquetrus Initiatives and its affiliated organizations belong to them exclusively. No right, title or interest in those marks is granted in these Terms & Conditions. Any third-party trademarks or service marks displayed on the Internet Resource are the property of their respective owners.
8. From time to time, Triquetrus Initiatives may post on the Internet Resource (a) links to third party sites ("Links") or (b) listings or descriptions of third-party information, products or services ("Listings"). Such Links and Listings are provided WITHOUT WARRANTIES OF ANY KIND, FOR USE AT THE USER'S OWN RISK. The User acknowledges and agrees that Triquetrus Initiatives does not control or endorse any information, products, or services made available via Links or Listings, and is not responsible



for the accuracy, reliability, quality, or legality of any such information, products, or services. It is the User's responsibility to evaluate the information, opinions, advice or other content available through the Links or Listings, whether posted or provided by third parties or by Triquetrus Initiatives. Triquetrus Initiatives may remove any Links or Listings at any time for any reason or for no reason.

9. Triquetrus Initiatives will not be liable or responsible for any transactions that the User may conduct with third parties, including the terms, conditions or results of any transaction between the User and any third party. If the User has a dispute with any third party regarding any third party promises (including promised or pledged donations), products and/or services, the User agrees to release Triquetrus Initiatives (and its respective successors, sponsors, employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, assigns, suppliers and members) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
10. Triquetrus Initiatives reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Internet Resource or any portion thereof with or without notice. The User agrees that Triquetrus Initiatives shall not be liable to the User or to any third party for any modification, suspension or discontinuance of the Internet Resource or any portion thereof.
11. The Internet Resource and all information, services or links on or through the Internet Resource are provided to the User "as is" without any warranties of any kind, whether express, implied or statutory. The User agrees that they will evaluate, and that they bear, all risks associated with the use of the Internet Resource, including without limitation, any reliance on the accuracy, timeliness, completeness or usefulness of any content or services available on or through the site or on or through any link or listing.
12. Triquetrus Initiatives disclaims all warranties with respect to the site and any content or services available on or through the site or on or through any link or listing, to the fullest extent permissible under applicable law, including the warranties of merchantability, fitness for a particular purpose, non-infringement, and title.
13. Triquetrus Initiatives shall not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind, under any contract, negligence, strict liability or other theory (including detrimental reliance), including without limitation, damages for loss of profits, use, data, loss of intellectual property, loss of other intangibles, loss of security of information in connection with the User's use or any other party's use or misuse of the site, even if advised in advance of such damages or losses. The User's sole and exclusive remedy for dissatisfaction with the site is to stop using the site. The maximum liability of Triquetrus Initiatives for all damages, losses and causes of action, whether in contract, tort (including without limitation negligence) or otherwise, shall be One Hundred Indian Rupees.
14. Triquetrus Initiatives does not guarantee that the Internet Resource will be or remain secure, complete or correct, that the Triquetrus Initiatives, the server that makes the Triquetrus Initiatives available, or the services are free of errors, viruses, bugs or other harmful components, or that access to the Triquetrus Initiatives will be uninterrupted. The Triquetrus Initiatives may include inaccuracies, errors and materials that violate or conflict with this agreement. Additionally, it is possible that third parties might make unauthorized alterations to the site.
15. The User agrees to indemnify and hold Triquetrus Initiatives and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the User's use of the Internet Resource, their connection to the Internet Resource, their violation of these Terms & Conditions, or their violation of any rights of another person or entity.



16. The User waives and releases any and all claims against Triquetrus Initiatives with respect to any and all injury, disability, death, loss or damage to property resulting from possession, use or misuse of the Internet Resource, regardless of the cause, even if caused by negligence, whether passive or active. The Beneficiary agrees not to sue Triquetrus Initiatives basis of these waived and released claims, whether or not these claims are known to the Beneficiary at this time.
17. The User will defend, indemnify and hold Triquetrus Initiatives harmless from and against any and all liability, loss, damages, claims and attorney's fees that may be suffered by Triquetrus Initiatives, resulting directly or indirectly from the possession, use or misuse of the Internet Resource by the User or any other person.
18. In no event shall Triquetrus Initiatives be liable for direct, indirect, special, consequential, incidental or punitive loss, injury, damage, claim, or expenses arising out of or in connection with the Internet Resource, including but not limited to the use, access, possession or misuse, either by the User or any other person.
19. All the above limitations on liability, waivers, etc. apply even if and even though Triquetrus Initiatives may have been advised of the possibility of any potential injury or damage.
20. The contents of this website may not be reproduced partially or fully, without due permission from Triquetrus Initiatives. If referred to as a part of another publication, the source must be appropriately acknowledged. The contents of this website cannot be used in any misleading or objectionable context.
21. If a User believes in good faith that materials available on the Internet Resource infringe a copyright, the User (or their agent) may notify Triquetrus Initiatives requesting to remove the material or block access to it.
22. As a general rule, this Internet Source does not collect Personal Information about the User when the User visits the Internet Resource. The User can generally visit the Internet Resource without revealing Personal Information, unless you choose to provide such information.
23. This Internet Resource records all User visits and logs the following information for statistical purposes server's address; name of the top-level domain used to access the Internet; the browser; date and time of access and use; pages accessed; documents/content downloaded/uploaded; browsing activities; previous Internet address from which linked to the Internet Resource.
24. A cookie is a piece of software code that an internet web site sends to your browser when you access information at that site. This Internet Resource use cookies.
25. The User's email address and personal information will only be recorded if the User chooses to send a message. It will only be used for the purpose for which it is provided and will not be added to a mailing list, unless notified/requested separately. The User's email address and personal information will not be used for any other purpose, and will not be disclosed, without the User's consent. If at any time you believe the principles referred to in this privacy statement have not been followed, or have any other comments on these principles, please notify the webmaster through the contact us page.
26. At many places in this Internet Resource, the User shall find links to other websites/portals. These links have been placed for the User's convenience. Triquetrus Initiatives is not responsible for the contents and reliability of the linked websites, Internet Resources and does not necessarily endorse the views expressed in them. Mere presence of the link or its listing on this website should not be assumed as endorsement of any kind. Triquetrus Initiatives cannot guarantee that these links will work all the time and we have no control over availability of linked pages.
27. The User agrees that no joint venture, partnership, employment or agency relationship exists between them and Triquetrus Initiatives as a result of these Terms & Conditions or their use of the Internet Resource.
28. These Terms & Conditions constitute the entire agreement between the User and Triquetrus Initiatives with respect to the User's use of the Triquetrus Initiatives.



29. The failure of Triquetrus Initiatives to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision.
30. If any provision of these Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.
31. Any rights not expressly granted herein are reserved.
32. Your permission to use the Site will be terminated immediately, without any further action by Triquetrus Initiatives, if you breach these Terms & Conditions.
33. Your use or continued use of the Internet Resource constitutes your agreement to these Terms & Conditions, which may be updated by us from time to time without notice to you. IF YOU DO NOT AGREE WITH THE TERMS, PLEASE DO NOT USE THIS INTERNET RESOURCE.
34. If you are not legally competent to accept these Terms & Conditions, please stop immediately from using this Internet Resource.



## B. Terms & Conditions for In-Kind Donations

These terms and conditions apply to all In-Kind Donations made by Triquetrus Initiatives LLP.

1. In this document, or in any related documents, the following terms shall have the following meanings, unless the context otherwise requires:
  - a. “Beneficiary” or “Donee” shall mean and include any individual(s), organisation(s), legal entity, group(s), person(s) or representative of a Beneficiary, who has received any In-Kind Donation from Triquetrus Initiatives;
  - b. “In-Kind Donation” or “Donated Items” shall mean and include any item of goods and services, whether new or used, in any condition of any value.
2. The Beneficiary acknowledges, confirms, affirms and understands that:
  - a. They have fully read and understood these terms and conditions, and accepted these terms and conditions without any reservations or restrictions of any kind;
  - b. These terms and conditions shall cover each and every item/unit of donated goods or services or items which they have received in the past, currently receiving, or might receive in the future;
  - c. They have received and accepted the In-Kind Donation voluntarily and without any hesitation, reservation or restriction on their part;
  - d. They are accepting the Donated Items “*as-is*” and that Triquetrus Initiatives is not making any representations, warranties, or guarantees about the Donated Items, including any implied warranties of merchantability and/or fitness for any purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, usability, or use of the Donated Items;
  - e. Triquetrus Initiatives will not provide any instructions, training, follow-up services, replacement parts, repairs, upgrades, logistics, costs, or any additional items/services/costs;
  - f. They assume full responsibility for any and all risks, including, but not limited to, risk of physical injuries and/or damage to property arising directly or indirectly from their possession, use or misuse of the Donated Items, both known and unknown, regardless of the cause.
3. The Beneficiary waives and releases any and all claims against Triquetrus Initiatives with respect to any and all injury, disability, death, loss or damage to property resulting from possession, use or misuse of the Donated Items, regardless of the cause, even if caused by negligence, whether passive or active. The Beneficiary agrees not to sue Triquetrus Initiatives basis of these waived and released claims, whether or not these claims are known to the Beneficiary at this time.
4. The Beneficiary will defend, indemnify and hold Triquetrus Initiatives harmless from and against any and all liability, loss, damages, claims and attorney’s fees that may be suffered by Triquetrus Initiatives, resulting directly or indirectly from the possession, use or misuse of the Donated Items by the Beneficiary or any other person.
5. In no event shall Triquetrus Initiatives be liable for direct, indirect, special, consequential, incidental or punitive loss, injury, damage, claim, or expenses arising out of or in connection with the Donated Items, including but not limited to the use, transportation, disposal, possession, misuse or consumption of the donated items, goods, services, etc. either by the Beneficiary or any other person.
6. All the above limitations on liability, waivers, etc. apply even if and even though Triquetrus Initiatives may have been advised of the possibility of any potential injury or damage.