

# Terms of Use

These Terms of Use (this “Agreement”) set forth the terms for accessing and using the IAVI-INDIA (“IAVI-INDIA”, “we”, or “our”) website located at iavi-india.org (the “Website”). By accessing the Website, you consent to the terms of this Agreement, as amended. We may update or amend this Agreement from time to time in the future. When revised, the new Terms of Use will be posted on our website and the “Last Updated” date above will reflect the date of the most recent amendments. Therefore, we encourage you to periodically visit our Terms of Use to review the most recent form.

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## 1. DESCRIPTION OF WEBSITE

IAVI-INDIA is a not-for-profit organization working in India to develop safe, effective and accessible biopharmaceutical products, including vaccines, for various diseases of public health interest in the country, including, but not limited to, HIV/AIDS. Subject to the terms of this Agreement, IAVI INDIA provides the Website indiscriminately to visitors for informational purposes.

## 2. THIRD PARTY WEBSITES

IAVI INDIA’s Website contains links to third-party websites. Our inclusion of a link is not intended to constitute an endorsement of or affiliation with the owner or sponsor of such websites. IAVI INDIA is not responsible for the contents of any linked website or any link contained in a linked website.

Access to and use of data on any of these linked websites is subject to the Terms and Conditions of that particular website.

## 3. IAVI INDIA DOES NOT PROVIDE MEDICAL ADVICE

Contents on the IAVI INDIA Website are for informational purposes only. Proper medical diagnosis, treatment and other medical advice should always be obtained from a qualified healthcare provider.

## 4. USE OF THE WEBSITE

You must access and use the Website, and any content or data contained therein, in compliance with applicable law.

## 5. DISCLAIMER OF WARRANTIES

IAVI INDIA provides the site on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, IAVI INDIA makes no representations or warranties of any kind, express or implied, regarding the use of the Website, in terms of the correctness, accuracy, reliability of any information contained therein, or otherwise.

## 6. LIMITATION OF LIABILITY

To the greatest extent permitted by applicable law, IAVI INDIA shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to the Website, its content or any related information, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if it has been advised of the possibility of such damages.

## 7. INDEMNIFICATION

User agrees to indemnify, defend and hold IAVI INDIA, its parents, subsidiaries, affiliates, members, managers, officers, employees and agents, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising from a user's violation of these Terms of Use.

## 8. GOVERNING LAW

This Agreement is governed by the laws of India. You expressly agree that the exclusive jurisdiction for any dispute with IAVI INDIA, its affiliates, subsidiaries, employees, contractors, officers, directors, agents and content providers, that in any way relates to your use of the IAVI INDIA Website, or the information contained therein, resides in the courts of New Delhi.

## 9. INFORMATION ON RIGHTS

All content included or available on the Website, including site design, text, graphics, interfaces, and the selection and arrangements thereof is the property of IAVI INDIA, with all rights reserved. Any use of materials on the Website, including reproduction, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of IAVI INDIA is strictly prohibited. User agrees not use any robot, spider, or other automatic device, or manual process to monitor or copy the Website or the content contained therein without prior written permission of IAVI INDIA.

The Website may display trademarks of other owners. These trademarks shall not constitute any affiliation with or represent an endorsement of such businesses, or their goods or services.

## 10. ENTIRE AGREEMENT

This Agreement and IAVI INDIA's Privacy Policy found on IAVI INDIA's website, as modified from time to time in accordance with their respective terms, constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof.

## 11. SEVERABILITY

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent.