



TERMS AND CONDITIONS FOR PLATFORM

AGATHIYA FOUNDATION

Effective Date: July 2026

1. GENERAL

Welcome to the official website of **AGATHIYA FOUNDATION**. These Terms and Conditions govern your access to and use of the Foundation's official website located at (the "Platform"), together with all information, content, donation services, volunteer registration facilities, communication channels, campaigns, and other services made available through the Platform.

AGATHIYA FOUNDATION is a charitable organization established with the objective of promoting education, healthcare, environmental protection, disaster relief, women empowerment, child welfare, rural development, community development, and other social welfare initiatives. The Foundation is committed to conducting its activities with transparency, accountability, integrity, and in compliance with all applicable laws.

These Terms constitute a legally binding agreement between AGATHIYA FOUNDATION and every individual, organization, donor, volunteer, beneficiary, corporate partner, visitor, or any other entity accessing or using the Platform ("User", "You", or "Your"). By accessing, browsing, registering, donating, volunteering, submitting information, or otherwise using the Platform, You acknowledge that You have read, understood, and agreed to be legally bound by these Terms and all applicable policies published on the Platform, including our Privacy Policy, Donation Policy, Refund Policy, and any other policies issued by the Foundation from time to time.

If You do not agree with these Terms, You should immediately discontinue access to and use of the Platform.

These Terms constitute an electronic record under the provisions of the Information Technology Act, 2000, and the applicable rules thereunder. Being generated electronically, these Terms do not require any physical or digital signature to be valid, enforceable, or legally binding.

The Foundation reserves the right to modify, amend, revise, suspend, or replace these Terms at any time without prior notice whenever required to reflect changes in applicable laws, operational requirements, technological developments, security standards, or organizational policies. Any revised Terms shall become effective immediately upon publication on the Platform unless otherwise specified. Continued use of the Platform after such publication shall constitute acceptance of the revised Terms.

2. PLATFORM OFFERINGS AND DONATION SERVICES

AGATHIYA FOUNDATION operates the Platform to facilitate charitable activities, community engagement, volunteer participation, fundraising initiatives, educational programs, awareness campaigns, and the collection of charitable donations for lawful philanthropic purposes. The Platform is intended to provide donors, volunteers, beneficiaries, and the general public with convenient access to information regarding the Foundation's activities and services.

The Foundation may provide facilities enabling individuals and organizations to make voluntary financial contributions through secure online payment mechanisms integrated with authorized payment gateway providers. All donations made through the Platform are entirely voluntary and shall be utilized by the Foundation for charitable purposes in accordance with its governing objectives, applicable laws, donor restrictions (where accepted), and internal governance policies.

Where online payment facilities are available, donations may be processed through authorized payment gateway providers such as Razorpay or any other payment service provider approved by the Foundation. Users acknowledge that payment processing services are provided by independent third-party entities operating under their own terms, privacy policies, and security standards. The Foundation shall not be responsible for interruptions, delays, technical failures, banking issues, payment gateway errors, or other circumstances beyond its reasonable control affecting payment processing.

Where the Platform is operating in a testing, development, demonstration, or sandbox environment, Users acknowledge that transactions, payment confirmations, donation receipts, financial records, or acknowledgements generated through such environment are intended solely for testing purposes and shall not constitute actual financial transactions or legally valid donation receipts.

Where legally applicable, the Foundation may issue donation acknowledgements, official receipts, and tax exemption certificates in accordance with the Income Tax Act, 1961 and other applicable laws. Issuance of such certificates shall remain subject to verification of the donation, successful receipt of funds, statutory eligibility, submission of required documentation, and compliance with applicable legal requirements.

The Foundation reserves the right to refuse, suspend, or cancel any donation transaction where it reasonably believes that such transaction violates applicable law, regulatory requirements, anti-money laundering obligations, sanctions regulations, internal policies, or where fraudulent, suspicious, or unauthorized activity is suspected.

3. USER REGISTRATION, ELIGIBILITY AND DONOR INFORMATION

The Platform may provide facilities enabling individuals and organizations to register as donors, volunteers, beneficiaries, partners, or users for the purpose of participating in the charitable activities conducted by AGATHIYA FOUNDATION. Registration is voluntary; however, certain services and features of the Platform may require Users to create an account or provide specific information before such services can be accessed.

By registering on the Platform, You represent and warrant that You are legally competent to enter into a binding agreement under the applicable laws of India. If You are registering on behalf of an organization, institution, company, or any other legal entity, You further represent and warrant that You possess the necessary authority to bind such entity to these Terms and Conditions.

Users are responsible for ensuring that all information submitted during registration or while using the Platform is true, accurate, complete, current, and not misleading. The Foundation reserves the right to request additional documents or information to verify the identity of any User, donor, volunteer, beneficiary, or organization whenever considered reasonably necessary for security, compliance, operational, or legal purposes.

To facilitate donation processing, volunteer management, communication, tax compliance, and other lawful organizational activities, the Foundation may collect and maintain certain information relating to registered Users and donors. Such information may include the User's full name, organization name where applicable, email address, mobile number, postal address, city, state, country of residence, postal code, Permanent Account Number (PAN), tax identification information where required, donation history, payment transaction references, communication preferences, volunteer interests, beneficiary details where applicable, and any additional information voluntarily provided by the User during registration or while interacting with the Platform.

Users acknowledge that the Foundation relies upon the accuracy of the information provided for the purpose of processing donations, issuing acknowledgements, generating tax exemption certificates where applicable, coordinating volunteer activities, responding to enquiries, maintaining statutory records, and fulfilling legal obligations. The Foundation shall not be responsible for any delay, error, rejection of applications, inability to issue statutory receipts, failed communications, or any other consequences arising from inaccurate, incomplete, outdated, or misleading information submitted by the User.

The Foundation reserves the right to suspend, restrict, or terminate any User account or refuse access to the Platform where it reasonably believes that false information has been provided, fraudulent activity has occurred, unauthorized access has been attempted, these Terms have been violated, or continued access may adversely affect the security, integrity, reputation, or lawful operation of the Foundation or its services.

Where a User creates an account on the Platform, the User shall be solely responsible for maintaining the confidentiality of login credentials, passwords, authentication information, and any activity conducted through such account. Users must immediately notify the Foundation of any

suspected unauthorized access, compromise of credentials, security breach, or unauthorized use of their account. Until such notification is received, all activities carried out using the User's account shall be deemed to have been performed by the User.

The Foundation may, from time to time, communicate with registered Users regarding donation acknowledgements, volunteer opportunities, project updates, fundraising campaigns, policy revisions, newsletters, awareness programs, statutory notices, service-related communications, or other information relevant to the Foundation's activities. Users may manage certain communication preferences where such options are made available through the Platform, subject to applicable legal and regulatory requirements.

Registration on the Platform does not create any employment relationship, agency, partnership, joint venture, or contractual entitlement between the User and AGATHIYA FOUNDATION unless expressly agreed in writing. Participation as a donor, volunteer, beneficiary, or registered User shall not confer any ownership rights, voting rights, management authority, or other legal interest in the Foundation or its assets.

The Foundation reserves the right to modify, suspend, discontinue, or withdraw any registration feature, user account facility, volunteer program, or donor service available on the Platform at its sole discretion, with or without prior notice, where necessary for operational, technical, legal, security, or regulatory reasons.

4. USER OBLIGATIONS AND ACCEPTABLE USE OF THE PLATFORM

By accessing or using the Platform, You agree to use the services of AGATHIYA FOUNDATION responsibly, ethically, and in compliance with these Terms and Conditions, applicable laws, and accepted standards of online conduct. The Platform is intended solely for lawful purposes connected with the charitable objectives and activities of the Foundation, and Users shall not engage in any activity that may interfere with, damage, disrupt, misuse, or compromise the security, integrity, reputation, or proper functioning of the Platform.

Users shall provide only accurate, complete, and up-to-date information while registering, making donations, volunteering, submitting applications, communicating with the Foundation, or otherwise using the Platform. Users are solely responsible for ensuring that the information provided by them is truthful and does not infringe upon the rights of any third party. The Foundation reserves the right to verify such information and may suspend or terminate access where false, misleading, or fraudulent information is detected.

Users shall not use the Platform for any unlawful, fraudulent, defamatory, abusive, threatening, obscene, offensive, discriminatory, or harmful purpose. Users agree not to upload, publish, transmit, distribute, or otherwise make available any content that infringes intellectual property rights, violates applicable laws, promotes hatred or violence, contains malicious software, or otherwise interferes with the normal operation of the Platform.

Users shall not attempt to gain unauthorized access to any part of the Platform, servers, databases, administrative interfaces, user accounts, computer systems, or networks connected to the Platform. Activities including hacking, password cracking, security testing without authorization, denial-of-service attacks, malware distribution, phishing, data scraping, automated data extraction, reverse engineering, or any attempt to circumvent security mechanisms are strictly prohibited.

The Platform and its services shall not be used to transmit spam, unsolicited communications, chain letters, fraudulent fundraising campaigns, misleading advertisements, or any content that may

deceive or exploit other users or members of the public. Users shall not impersonate any individual, organization, government authority, or representative of the Foundation or falsely claim affiliation with AGATHIYA FOUNDATION.

Where the Platform permits Users to upload documents, photographs, videos, testimonials, comments, or other materials, the User represents and warrants that such content is lawful, accurate, and that they possess all necessary rights, permissions, licenses, and consents required for its submission. The User further agrees that such content shall not violate the privacy, intellectual property, confidentiality, or other legal rights of any third party.

Users shall not interfere with the operation, availability, performance, or security of the Platform through excessive requests, automated bots, scripts, crawlers, or any other automated means except where expressly authorized by the Foundation. Any attempt to overload the Platform or disrupt services provided to other Users may result in immediate suspension of access and legal action where appropriate.

The Foundation reserves the right to monitor the use of the Platform, investigate suspected violations of these Terms, and take appropriate corrective action including restricting access, suspending user accounts, removing content, reporting unlawful activities to competent authorities, or initiating legal proceedings where necessary. Such actions may be taken without prior notice where required to protect the interests of the Foundation, its Users, donors, volunteers, beneficiaries, or the public.

Users shall remain solely responsible for all activities performed through their accounts and for maintaining the confidentiality of their login credentials. Any unauthorized use of an account or suspected security incident should be reported immediately to the Foundation using the contact information provided on the Platform. Failure to safeguard account credentials may result in unauthorized access for which the User may remain responsible until the Foundation receives notification of the incident.

Nothing contained in these Terms shall be interpreted as granting any User ownership rights, management authority, employment relationship, partnership, agency, or other legal interest in the Foundation or its assets. Access to the Platform is provided solely for the purpose of facilitating the lawful charitable activities of AGATHIYA FOUNDATION, and all Users are expected to conduct themselves in a manner that upholds the Foundation's values, reputation, and commitment to public service.

The Foundation reserves the right, at its sole discretion and without prejudice to any other legal remedies available, to suspend, restrict, or permanently terminate access to the Platform for any User who violates these Terms and Conditions, engages in fraudulent or unlawful conduct, compromises the security of the Platform, or otherwise acts in a manner that may adversely affect the operations, reputation, beneficiaries, donors, volunteers, or legitimate interests of AGATHIYA FOUNDATION.

5. INTELLECTUAL PROPERTY RIGHTS

All content, materials, information, designs, software, source code, databases, documentation, text, graphics, images, logos, icons, trademarks, service marks, audio recordings, video recordings, photographs, illustrations, page layouts, user interface elements, downloadable resources, publications, reports, campaign materials, and all other intellectual property made available on or through the Platform are the exclusive property of **AGATHIYA FOUNDATION** or are lawfully licensed

to the Foundation by their respective owners. Such content is protected under applicable intellectual property laws, including the Copyright Act, 1957, the Trade Marks Act, 1999, the Information Technology Act, 2000, and other applicable national and international intellectual property laws.

Nothing contained on the Platform shall be interpreted as granting, either expressly or by implication, any license, ownership right, or other authorization to use any intellectual property belonging to the Foundation without obtaining the Foundation's prior written consent. All rights not expressly granted under these Terms and Conditions are reserved by AGATHIYA FOUNDATION.

Users are permitted to access, view, and download limited portions of the Platform solely for their personal, informational, non-commercial, and lawful use in connection with the Foundation's charitable activities. Such permission does not transfer ownership of any intellectual property and shall not be construed as granting any commercial rights or licenses.

Except where expressly authorized in writing by the Foundation, Users shall not copy, reproduce, modify, adapt, translate, publish, transmit, distribute, display, perform, broadcast, reverse engineer, decompile, disassemble, scrape, extract, mirror, frame, archive, create derivative works from, sell, license, rent, sublicense, commercially exploit, or otherwise use any content available on the Platform for commercial or non-commercial purposes.

The name "**AGATHIYA FOUNDATION**", together with its logo, brand identity, trademarks, service marks, campaign names, slogans, and other distinguishing features, constitute valuable intellectual property of the Foundation. Unauthorized use, reproduction, imitation, or misrepresentation of the Foundation's name, logo, branding, or identity in any form is strictly prohibited and may result in civil and criminal proceedings under applicable law.

Where the Platform permits Users to upload, submit, publish, or share photographs, videos, testimonials, comments, feedback, documents, success stories, or any other content ("User Content"), the User represents and warrants that they possess all necessary ownership rights, permissions, licenses, and consents required to submit such content. The User further warrants that the submitted content does not infringe upon the intellectual property rights, privacy rights, contractual rights, confidentiality obligations, or any other legal rights of any third party.

By voluntarily submitting User Content to the Platform, the User grants AGATHIYA FOUNDATION a **non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable, and sublicensable license** to use, reproduce, store, publish, distribute, display, modify, translate, adapt, archive, and otherwise utilize such content for charitable, educational, promotional, awareness, reporting, documentation, fundraising, research, and organizational purposes, subject to applicable laws and the Foundation's Privacy Policy. The Foundation shall not be obligated to provide any compensation for the use of such User Content unless otherwise agreed in writing.

The Foundation respects the intellectual property rights of third parties and expects Users to do the same. If any individual or organization believes that content available on the Platform infringes their intellectual property rights, they may submit a written notice to the Foundation containing sufficient information to identify the allegedly infringing material, establish ownership of the intellectual property concerned, and provide contact details for further communication. Upon receipt of a valid complaint, the Foundation shall undertake a reasonable review and may remove, restrict access to, or otherwise address the disputed content where appropriate.

Any unauthorized use of the Platform's intellectual property, including copying website content, reproducing publications, extracting databases, using Foundation branding without authorization, or

creating misleading websites, social media accounts, or promotional materials that falsely imply association with AGATHIYA FOUNDATION, shall constitute a violation of these Terms and may result in suspension of access, termination of user accounts, recovery of damages, injunctive relief, and any other civil or criminal remedies available under applicable law.

The Foundation reserves the right to monitor, investigate, and take appropriate legal action against any actual or suspected infringement of its intellectual property rights and shall cooperate with law enforcement authorities and regulatory agencies whenever necessary to protect its lawful rights and interests.

6. DONATIONS, PAYMENTS, REFUNDS AND CANCELLATION POLICY

AGATHIYA FOUNDATION provides an online donation facility to enable individuals, organizations, institutions, and corporate entities to voluntarily contribute towards its charitable, educational, healthcare, environmental, community development, disaster relief, women empowerment, child welfare, and other social welfare initiatives. All donations made through the Platform are entirely voluntary and shall be utilized solely for the charitable objectives of the Foundation in accordance with applicable laws, donor restrictions (where accepted), and the Foundation's internal governance policies.

By making a donation through the Platform, You represent and warrant that the funds being donated belong to You or that You are duly authorized to make such contribution. You further confirm that the donation is being made voluntarily, without coercion, and does not originate from any unlawful, fraudulent, prohibited, or unauthorized source. The Foundation reserves the right to refuse, suspend, reverse, or report any donation that is suspected to be fraudulent, unlawful, linked to money laundering, terrorist financing, sanctions violations, or any other activity prohibited under applicable laws.

The Platform may facilitate online donations through authorized third-party payment gateway providers, banking institutions, Unified Payments Interface (UPI) services, debit cards, credit cards, net banking, digital wallets, or other electronic payment methods approved by the Foundation. Users acknowledge that payment processing is carried out by independent third-party payment service providers operating under their respective terms, privacy policies, and security standards. The Foundation shall not be responsible for any delay, interruption, technical failure, banking error, payment gateway malfunction, declined transaction, duplicate debit, network outage, or any other circumstance beyond its reasonable control that affects payment processing.

Upon successful completion of a donation, the Foundation shall make reasonable efforts to issue an electronic acknowledgement or donation receipt to the email address or contact details provided by the donor. Where applicable and subject to compliance with statutory requirements, tax exemption certificates under the Income Tax Act, 1961, including Section 80G or any other applicable provision, may be issued after verification of the donation, receipt of funds, and submission of all mandatory donor information. The Foundation reserves the right to withhold or delay issuance of such certificates where the required information is incomplete, inaccurate, or pending verification.

Donors are responsible for ensuring that all information provided during the donation process, including name, address, contact information, Permanent Account Number (PAN), and other applicable details, is accurate, complete, and current. The Foundation shall not be responsible for delays in issuing receipts, tax certificates, acknowledgements, or communications arising from incorrect or incomplete information provided by the donor.

Unless otherwise required by applicable law or expressly approved by the Foundation, **all donations made to AGATHIYA FOUNDATION are considered voluntary and non-refundable**. However, where a donation has been processed due to an obvious technical error, duplicate transaction, unauthorized payment, or other exceptional circumstance, the donor may submit a written refund request to the Foundation within **seven (7) calendar days** from the date of the transaction. Each request shall be reviewed on a case-by-case basis, and the Foundation reserves the sole discretion to approve or reject such request after verifying the circumstances, payment records, banking confirmations, applicable legal obligations, and internal policies.

Where a refund is approved, the Foundation shall endeavor to process the refund through the original mode of payment or any other lawful method considered appropriate. Processing times may vary depending upon the payment gateway provider, banking institution, regulatory requirements, and other operational considerations. The Foundation shall not be liable for delays attributable to third-party financial institutions or payment service providers.

If the Platform is operating in a **development, testing, demonstration, or sandbox environment**, Users acknowledge that any donation transactions, payment confirmations, receipts, acknowledgements, or financial records generated within such environment are simulated solely for testing and development purposes and shall not constitute actual financial transactions. In such circumstances, no real funds shall be collected or transferred, and refund provisions shall not apply to simulated transactions.

The Foundation reserves the right to suspend, refuse, cancel, or reverse any donation transaction where it reasonably believes that the transaction violates applicable law, regulatory requirements, anti-money laundering obligations, sanctions regulations, the Foundation's internal policies, or where there are reasonable grounds to suspect fraud, identity theft, unauthorized payment activity, or misuse of the Platform.

All donations received by AGATHIYA FOUNDATION shall be accounted for, administered, and utilized in accordance with applicable laws governing charitable organizations in India, the Foundation's governing documents, applicable financial reporting standards, and its commitment to transparency, accountability, and responsible stewardship of charitable contributions. The Foundation may allocate donations to specific projects, general charitable purposes, emergency relief efforts, administrative expenses permitted by law, or any other lawful purpose consistent with its charitable objectives, unless the donor has expressly restricted the use of the donation and such restriction has been accepted by the Foundation.

The Foundation shall maintain appropriate financial records relating to donations received through the Platform and may disclose or report such information where required under applicable laws, audit requirements, judicial orders, regulatory obligations, taxation laws, or other lawful governmental requests.

7. USER ACCOUNTS, SECURITY AND ACCOUNT TERMINATION

Where the Platform provides facilities for creating a user account, donor profile, volunteer registration, beneficiary registration, or any other authenticated access mechanism, Users are responsible for maintaining the confidentiality and security of their account credentials, including usernames, passwords, authentication codes, and any other security information associated with their account. Users shall exercise reasonable care to prevent unauthorized access to their accounts and shall not disclose their login credentials to any third party.

Each User is solely responsible for all activities carried out through their account, whether authorized by the User or otherwise, until the Foundation receives written notification of any unauthorized access or suspected compromise. Users agree to immediately notify AGATHIYA FOUNDATION at **support@agathiyafoundation.org** upon becoming aware of any unauthorized use of their account, suspected security breach, loss of credentials, identity theft, fraudulent activity, or any other event that may compromise the security of their account or Personal Data.

The Foundation reserves the right to implement appropriate authentication, verification, and security procedures as it considers necessary to protect the Platform and its Users. Such measures may include email verification, mobile number verification, identity verification, password reset procedures, multi-factor authentication, account monitoring, session management, or any other reasonable security mechanisms designed to safeguard user accounts and prevent unauthorized access.

Users shall not create multiple accounts for fraudulent purposes, impersonate another individual or organization, provide false or misleading information during registration, share account credentials with unauthorized persons, or permit any third party to use their account without prior written authorization from the Foundation. The creation or use of fictitious, misleading, or unauthorized accounts is strictly prohibited and may result in immediate suspension or permanent termination of access to the Platform.

The Foundation reserves the right to suspend, restrict, deactivate, or permanently terminate any user account, with or without prior notice, where it reasonably believes that the User has violated these Terms and Conditions, engaged in fraudulent or unlawful activities, provided false or misleading information, attempted unauthorized access to the Platform, interfered with the security or operation of the Platform, infringed the rights of other Users or third parties, or otherwise acted in a manner that may adversely affect the Foundation or its operations.

Where an account is suspended or terminated, the Foundation may immediately disable access to the Platform, remove or restrict access to account information, suspend pending transactions, discontinue volunteer registrations, cancel event participation, or take any other action considered reasonably necessary to protect the Foundation, its Users, donors, beneficiaries, volunteers, service providers, or other stakeholders.

Users may request the closure or deletion of their account by submitting a written request to the Foundation using the contact details provided on the Platform. Upon receipt of such request, the Foundation shall process the request in accordance with its Privacy Policy and applicable legal requirements. Certain information may continue to be retained after account closure where necessary for legal compliance, financial reporting, audit purposes, fraud prevention, dispute resolution, enforcement of legal rights, or other legitimate organizational purposes.

The Foundation shall not be liable for any loss, damage, inconvenience, delay, or interruption arising from the suspension, restriction, termination, or closure of a user account where such action has been taken in accordance with these Terms and Conditions or as required by applicable law. The Foundation further reserves the right to refuse future registration or access to individuals or organizations whose accounts have previously been terminated for violations of these Terms.

The security of user accounts is a shared responsibility between the Foundation and its Users. While the Foundation implements reasonable administrative, technical, and organizational safeguards to protect user accounts and personal information, Users are expected to maintain appropriate security practices, including using strong passwords, protecting authentication credentials, regularly updating

account information, and immediately reporting any suspected security incidents. Through these collaborative efforts, AGATHIYA FOUNDATION seeks to provide a secure, reliable, and trustworthy digital platform for all individuals interacting with its charitable services.

8. LIMITATION OF LIABILITY, DISCLAIMERS AND INDEMNIFICATION

The Platform and all information, services, content, materials, publications, donation facilities, volunteer registration services, communication tools, and other resources made available by **AGATHIYA FOUNDATION** are provided on an "AS IS," "AS AVAILABLE," and "BEST EFFORTS" basis. While the Foundation endeavors to ensure that the information published on the Platform is accurate, complete, reliable, and up to date, it does not warrant or guarantee the completeness, accuracy, reliability, availability, suitability, or uninterrupted operation of the Platform or its contents. Users acknowledge that the use of the Platform and its services is entirely at their own discretion and risk.

The Foundation shall not be responsible for any interruption, delay, temporary unavailability, technical malfunction, communication failure, software defect, hardware failure, server outage, network disruption, cyberattack, unauthorized access, virus, malware, ransomware, denial-of-service attack, data corruption, loss of information, or any other technical issue that may affect the availability, accessibility, or performance of the Platform. The Foundation reserves the right to suspend, modify, restrict, or discontinue any part of the Platform at any time for maintenance, upgrades, security enhancements, operational requirements, or other legitimate organizational purposes without prior notice.

The Foundation shall not be liable for any direct, indirect, incidental, consequential, exemplary, punitive, special, or economic damages, including but not limited to loss of profits, loss of goodwill, loss of reputation, loss of business opportunities, loss of donations, interruption of activities, loss of data, system failures, or any other financial or non-financial losses arising directly or indirectly from the use of, inability to use, or reliance upon the Platform or its services, even if the Foundation has been advised of the possibility of such damages.

The Foundation does not guarantee that donations made through the Platform will automatically result in any particular charitable outcome, project completion, beneficiary assistance, social impact, or measurable result. While every reasonable effort is made to utilize donations responsibly and transparently in accordance with the Foundation's charitable objectives, the implementation of projects may be affected by operational, environmental, financial, governmental, regulatory, or other circumstances beyond the reasonable control of the Foundation.

Users acknowledge that online payment processing, banking transactions, internet connectivity, telecommunications services, cloud infrastructure, domain hosting, email services, and other third-party technologies are operated independently of the Foundation. Accordingly, AGATHIYA FOUNDATION shall not be responsible for failures, delays, interruptions, unauthorized transactions, banking errors, payment gateway failures, network congestion, or service disruptions arising from the acts or omissions of third-party service providers.

The Foundation shall not be liable for any loss or damage arising from inaccurate, incomplete, outdated, false, or misleading information submitted by Users during registration, donation processing, volunteer applications, beneficiary registrations, or any other interaction with the Platform. Users remain solely responsible for ensuring that all information submitted to the Foundation is accurate and current.

Users agree to indemnify, defend, and hold harmless **AGATHIYA FOUNDATION**, its trustees, founders, officers, employees, volunteers, consultants, advisors, contractors, affiliates, representatives, agents, service providers, and partner organizations from and against any and all claims, actions, proceedings, liabilities, losses, damages, penalties, fines, costs, expenses, or legal fees arising out of or relating to the User's breach of these Terms and Conditions, violation of applicable law, misuse of the Platform, infringement of intellectual property rights, submission of false or misleading information, unauthorized activities, fraudulent conduct, or any act or omission attributable to the User.

Nothing contained in these Terms shall exclude or limit the Foundation's liability where such exclusion or limitation is prohibited under applicable law. To the maximum extent permitted by law, any liability arising from the use of the Platform shall be limited to the extent permitted under the applicable laws of India.

The provisions contained in this section shall survive the suspension, termination, expiration, or closure of any User account and shall continue to remain binding upon the User notwithstanding the discontinuation of access to the Platform or cessation of any relationship between the User and AGATHIYA FOUNDATION.

9. GOVERNING LAW, DISPUTE RESOLUTION AND CONTACT INFORMATION

These Terms and Conditions shall be governed by, interpreted, and enforced in accordance with the laws of the **Republic of India**, without regard to any conflict of law principles. By accessing or using the Platform, You agree that Your relationship with AGATHIYA FOUNDATION shall be subject exclusively to the applicable laws, regulations, notifications, judicial precedents, and governmental directives in force within India.

The Foundation encourages the amicable resolution of any concerns, complaints, or disputes arising out of or relating to the use of the Platform, these Terms and Conditions, the Privacy Policy, donation transactions, volunteer activities, or any other services provided by the Foundation. Users are encouraged to first contact the Foundation directly so that reasonable efforts may be made to resolve the matter through mutual discussion, cooperation, and good faith negotiations before initiating any formal legal proceedings.

Where a dispute cannot be resolved through mutual discussions within a reasonable period, either party may pursue remedies available under applicable law before the competent judicial authorities. Subject to applicable laws, all disputes, claims, proceedings, or causes of action arising out of or relating to these Terms and Conditions, the Platform, or any services provided by AGATHIYA FOUNDATION shall be subject to the **exclusive jurisdiction of the competent courts located in Thoothukudi, Tamil Nadu, India**.

Nothing contained in these Terms shall prevent the Foundation from seeking interim, injunctive, or equitable relief before any court of competent jurisdiction where such relief is necessary to protect the Foundation's intellectual property, confidential information, digital infrastructure, charitable assets, reputation, security systems, or other legitimate legal interests.

If any provision of these Terms and Conditions is held by a court or competent authority to be invalid, illegal, unenforceable, or contrary to applicable law, such provision shall be deemed severable and shall not affect the validity, legality, or enforceability of the remaining provisions, which shall continue to remain in full force and effect.

The failure or delay of AGATHIYA FOUNDATION in exercising any right, remedy, or provision under these Terms shall not constitute a waiver of such right or remedy. Any waiver shall be effective only if made expressly in writing by an authorized representative of the Foundation.

These Terms and Conditions, together with the Foundation's Privacy Policy, Donation Policy, Refund Policy, Cookie Policy, and any other policies or guidelines published on the Platform from time to time, constitute the entire agreement between the User and AGATHIYA FOUNDATION with respect to the use of the Platform and supersede all prior communications, understandings, representations, or agreements relating to the same subject matter.

The Foundation reserves the right to modify, suspend, discontinue, replace, or update any part of these Terms and Conditions at its sole discretion in response to changes in applicable law, operational requirements, technological developments, security considerations, or organizational policies. Any revised version shall become effective immediately upon publication on the Platform unless otherwise stated. Continued access to or use of the Platform after such publication shall constitute acceptance of the revised Terms and Conditions.

CONTACT INFORMATION

If You have any questions, requests, concerns, complaints, or require clarification regarding these Terms and Conditions, the Platform, donations, volunteer registration, privacy practices, or any other Foundation-related matter, You may contact us using the details provided below:

AGATHIYA FOUNDATION

Registered Office Address:

NO.4/43/6, ATHI PARA SAKTHI NAGAR,
THOOTHUKUDI,
Thoothukudi, Tamil Nadu – 628002, India

Website:

<https://agathiyafoundation.org> *(Under Development)*

Email:

support@agathiyafoundation.org

Online Donations:

Available through the Foundation's authorized payment gateway partners.

The Foundation shall make reasonable efforts to acknowledge and respond to all genuine enquiries, complaints, requests, and grievances within a reasonable period, subject to the nature of the request, verification requirements, and applicable legal obligations.