



TERMS AND CONDITIONS OF WEBSITE USE

Last Updated – May 11, 2022

OVERVIEW

This website is operated by Fields of View Society. Throughout the site, the terms “we”, “us” and “our” refer to Fields of View. Fields of View offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site, you agree to be bound by the following terms and conditions (“Terms and Conditions of Use”/“Terms”), including those additional terms and conditions and policies that may be referenced herein and/or available by hyperlink. These Terms apply to all users of the site, including without limitation users who are browsers, partners, and/or contributors of content.

Please read these Terms carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any new content, features or tools which are added to the current website shall also be subject to the Terms. You can review the most current version of the Terms at any time by accessing the website. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes an acceptance of such changes.

CLAUSE 1 – WEBSITE ACCESS

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.



You may not use the content on our website for any illegal or unauthorized purpose nor may you, in its use, violate any laws in your jurisdiction (including but not limited to copyright and trademark laws).

Any violation of the Terms will result in an immediate termination of your access to the website.

CLAUSE 2 – GENERAL CONDITIONS

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the content on the website without following the specific IP license requirements of that portion of the content on the website, or unless we grant you express written permission.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

CLAUSE 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

CLAUSE 4 – OPTIONAL TOOLS

As a part of using the website, we may provide you with access to third-party tools over which we neither monitor nor have any control nor input.



You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new features through the website (including but not limited to the release of new tools and resources). Such new features shall also be subject to these Terms.

CLAUSE 5 – THIRD-PARTY LINKS

Certain content available on our website may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials of third-parties.

We are not liable for any harm or damages related to the use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any interaction with them. Complaints, claims, concerns, or questions regarding third-party information should be directed to the third-party.

CLAUSE 6 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.



You agree that your uploaded content will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any shared information. You are solely responsible for any information you share and its accuracy. We take no responsibility and assume no liability for any information uploaded by you or any third-party.

CLAUSE 7 – PERSONAL INFORMATION

Your submission of personal information through the website is governed by our Privacy Policy.

CLAUSE 8 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally, there may be information on our site that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information on the website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information on the website, including information that may require modification as required by law.

CLAUSE 9 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- i. For any unlawful purpose;
- ii. To solicit others to perform or participate in any unlawful acts;
- iii. To violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- iv. To infringe upon or violate our intellectual property rights or the intellectual property rights of others, including using any portion of the content on the website for commercial gain;



- v. To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- vi. To submit false or misleading information;
- vii. To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the website or the Internet;
- viii. To collect or track the personal information of others;
- ix. To spam, phish, pharm, pretext, spider, crawl, or scrape; or
- x. To interfere with or circumvent the security features of the website.

We reserve the right to terminate your use of the website for violating any of the prohibited uses.

CLAUSE 10 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our website will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of information on the website will be accurate or reliable.

You agree that from time to time we may remove the content on the website for indefinite periods of time or suspend the website at any time, without notice to you.

You expressly agree that your use of, or inability to use, the website is at your sole risk. The content and services delivered to you through the website are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied.

In no case shall Fields of View, office bearers, board members, employees, or partners be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of

Fields of View

#1915, 5th Cross, 18th A Main, JP Nagar 2nd Phase, Bangalore - 560078
www.fieldsofview.in | info@fieldsofview.in
+91 80 4097 7237



data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the content or services on the website including, but not limited to, any errors or omissions in any content. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

CLAUSE 11 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless Fields of View and our affiliates, partners, office bearers, board members, employees, interns and partners, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

CLAUSE 12 – SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portions shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

CLAUSE 13 – TERMINATION

The obligations and liabilities of the parties incurred shall survive the termination of this agreement for all purposes.

These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services, or when you cease using our website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or condition of these Terms, we also may terminate this agreement at any time without notice and



you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our website.

CLAUSE 14 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms and any policies or operating rules posted by us on this site constitutes the entire agreement and understanding between you and us and govern your use of the website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us, including, but not limited to, any prior versions of these Terms.

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

CLAUSE 15 – GOVERNING LAW

These Terms whereby we provide you access to the website shall be governed by and construed in accordance with the laws of India and jurisdiction of Bangalore, Karnataka.

CLAUSE 16 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms at any time on our website. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website following the posting of any changes to these Terms constitutes acceptance of those changes.

CLAUSE 17 – CONTACT INFORMATION

Any questions about the Terms should be sent to us at info@fieldsofview.in with the subject line “Terms of Use”.