



UPAY NGO

Terms & Conditions

Date of last revision: 30.06.25

Welcome to the official website of **UPAY (Under Privileged Advancement by Youth)**, a not-for-profit organization working for the empowerment of underprivileged children and communities (“UPAY,” “we,” “us,” “our,” or “Organization”).

These Terms and Conditions (“Terms”) govern your access to and use of our website at [www.upay.org.in] (“Site”) and any services, tools, or content made available through the Site (“Services”). By accessing, browsing, or using this Site, you accept these Terms and our Privacy Policy, without limitation or qualification.

If you do not agree to these Terms, please do not use this Site.

2. Communications

By using our Services, you consent to receive communications from us electronically, including newsletters, updates, and notifications. You may opt out of these communications by using the unsubscribe link provided or by contacting us at info@upay.org.in.

3. Content

You may use this Site and download or print content for **personal, non-commercial, educational, or volunteering purposes**, provided you:

- Retain all copyright and proprietary notices;
- Do not modify the content;
- Do not reproduce or redistribute content without our prior written consent.

Use of the Site for **commercial, promotional, or public purposes** without authorization is strictly prohibited.

4. Prohibited Uses

You agree not to use the Website:

- In violation of any applicable laws or regulations.
- To exploit, harm, or attempt to harm minors in any way.
- To send unsolicited promotional or spam content.
- To impersonate any person or entity or misrepresent your affiliation.
- To engage in behavior that disrupts or restricts the enjoyment of others.
- To introduce malicious software or attempt unauthorized access to systems.
- To frame, mirror, or deep link the Website without authorization.

- To reverse-engineer, decompile, or disassemble any part of the Website.
- For any unlawful, unethical, or harmful purpose.

5. Analytics

We may use third-party service providers to analyze and monitor usage of our Website. By using our Services, you consent to such data collection and analysis.

6. Intellectual Property

All content on the Site—text, images, graphics, logos, audio, video, documents, layout, and design—is the **intellectual property of UPAY** or used with appropriate permissions. This includes:

- Trademarks and logos;
- Copyrighted content;
- Proprietary technologies and know-how.

Nothing on the Site shall be construed as granting any license or right to use any content without express written permission from UPAY or the relevant rights holder

7. Copyright Policy

We respect intellectual property rights. If you believe your work has been copied in a way that constitutes copyright infringement, please contact us at info@upay.org.in with:

- A description of the copyrighted work.
- Details of the alleged infringing material.
- Your contact information.
- A statement of good faith belief.
- A declaration that the information is accurate and you have the right to act.

Misrepresentation of copyright claims may result in legal action.

8. Feedback and Error Reporting

You may provide feedback, suggestions, or error reports via info@upay.org.in. You agree that such feedback becomes the property of UPAY and may be used, published, or modified without compensation or acknowledgment.

Any communication you send to UPAY—feedback, ideas, suggestions, questions, or material—will be treated as **non-confidential and non-proprietary**. You agree that UPAY may use such material for any purpose including, but not limited to:

- Development of services;
- Communication campaigns;
- Publication or display, without compensation or acknowledgment.

You waive any claim of ownership or compensation arising from UPAY's use of such submissions.

9. Third-Party Links

The Website may contain links to third-party websites for your convenience. UPAY is not responsible for the content, privacy policies, or practices of third-party websites and does not endorse them. Users access such websites at their own risk.

10. Disclaimer of Warranties

The Website and its content are provided “as is” and “as available.” UPAY makes no guarantees regarding availability, security, accuracy, or error-free content. We disclaim all warranties, including merchantability, fitness for a particular purpose, and non-infringement.

We do not accept responsibility for any loss, damage, or harm arising from:

- Use or inability to use the Website.
- Errors or omissions in content.
- Malware or harmful code introduced by third parties.
- User reliance on any content from the Website.

11. Limitation of Liability

To the fullest extent permitted by law, UPAY shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, even if advised of the possibility of such damages. Our liability in any case will be limited to the amount paid (if any) for the use of our Services.

Except as prohibited by law, you will hold us, our officers, directors, board members, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract,

negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state, or local laws, statutes, rules, or regulations, even if the organization has been previously advised of the possibility of such damage.

Except as prohibited by law, if there is liability found on the part of the organization, it will be limited to the amount paid for the products and/or services, and under no circumstances will there be consequential or punitive damages. Some states do not allow the exclusion or limitation of punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to you.

In addition, the website disclaims all liability, regardless of the form of action, for the acts or omissions of other members or users (including unauthorized users or "hackers") of the service.

12. Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of India. The courts located in **Nagpur, Maharashtra**, shall have exclusive jurisdiction over any disputes arising out of these Terms or your use of the Website.

13. Changes to Service

We reserve the right to update, suspend, or discontinue any part of the Website or its Services at our discretion without prior notice.

14. Amendments to Terms

We may revise these Terms periodically. Continued use of the Website following such changes constitutes your acceptance of the revised Terms. Please check this page regularly to remain informed.

15. Waiver and Severability

No waiver of any term shall be deemed a further waiver. If any provision is found to be unenforceable or invalid, the remainder of the Terms shall remain in full force and effect.

16. Acknowledgement

By accessing or using our Website or Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

17. Contact Us

For any questions, feedback, or concerns about these Terms, please contact us at:

UPAY NGO

Email: info@upay.org.in

Website: www.upay.org.in