

India Digital Summit, 2024

Terms of Use

By accessing and using Internet and Mobile Association of India's ("IAMAI/our/us/we") online platform ("**Platform**") in connection with the **India Digital Summit 2024 ("Event")**, users("users'/you") have consented to comply with these Terms of Use (Terms), Privacy Policy and Disclaimer.

The usage of the Platform also means that users have read, understood and accepted these Terms & Privacy Policy and have agreed to be bound by them.

Additionally, users expressly agree that they will not infringe or violate any of IAMAI's rights, including intellectual property rights such as copyright or trademark.

Our Platform uses cookies; by using our Platform, you are consenting to our use of cookies in accordance with the terms of our privacy and cookies policy.

By accepting the Terms, the user represents and warrants that they are at least 18 years of age and have the right, authority, and legal capacity to enter into this agreement.

If you register with our Platform, submit any material to our Platform or use any of our Platform services, it implies that you explicitly agree to these terms and conditions.

License to use Platform

1. You may:
 - a. view pages from our Platform in a web-browser;
 - b. download pages from our Platform for caching in a web-browser;
 - c. print pages from our Platform; and
 - d. use our Platform services by means of a web-browser, subject to the other provisions of these terms.
2. Except as expressly permitted by the provisions of these terms of use, you must not download any material from our Platform or save any such material to your computer/device.
3. You may only use our Platform for the purpose for which it is meant, and you must not use our Platform for any other purposes.
4. IAMAI prohibits the modification, editing, and out-of-context use of the material on the Platform in any manner.
5. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the content on the Platform, in whole or in part.
6. By accessing the Platform, the users agree that they will not scrape or attempt to scrape or extract any data.
7. The user also agrees that they shall not use the Platform for any monitoring, benchmarking or throttling or any other purposes that may impair the performance or functionality of the Platform.
8. The user agrees not to access or attempt to access any content available on the Platform by any means other than through the interface that is provided by IAMAI.
9. We reserve the right to restrict access to areas of our Platform, or indeed our whole Platform, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Platform.

Acceptable use

1. You must not:
 - a. use our Platform in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - b. use our Platform in any way or take any action that causes, or may cause, damage to the Platform or impairment of the performance, availability or accessibility of the Platform;

- c. use our Platform to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - d. use Platform in any way or take any action that causes, or may cause, damage to the Event or cause any prejudice to the Event.
 - e. access or otherwise interact with our Platform using any robot, spider or other automated means;
 - f. violate the directives set out in the robots.txt file for our Platform; or
 - g. use data collected from our Platform for any direct marketing activity (including without limitation e-mail marketing, SMS marketing, tele-marketing and direct mailing) for any reason.
2. You must not use data collected from our Platform to contact individuals, companies or other persons or entities.
 3. You must ensure that all the information you supply to us through our Platform, or in relation to the Event, is true, accurate, current, complete and non-misleading.

Registration and accounts

1. You may register for an account with our Platform by completing and submitting the account registration form on our Platform, and clicking on the verification link in the email that the Platform will send to you.
2. You must not allow any other person to use your account to access the Platform.
3. You must notify us in writing immediately if you become aware of any unauthorized use of your account.
4. You must not use any other person's account to access the Platform.

User login details

1. If you register for an account with our Platform, [we will provide you with] OR [you will be asked to choose] [a user ID and password].
2. Your user ID must not be liable to mislead; you must not use your account or user ID for or in connection with the impersonation of any person.
3. You must keep your password confidential.
4. You must notify us in writing immediately if you become aware of any unauthorized disclosure of your password.
5. You are responsible for any activity on our Platform arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

Cancellation and suspension of account

1. If we find that you have violated these Terms of Use, we have the right to:
 - a. suspend your account
 - b. cancel your account; and/or
 - c. edit your account details,
 at any time in our sole discretion without notice or explanation.
2. You may cancel your account on our Platform using your account control panel on the Platform.

Your content: license

1. In these terms, "your content" shall be the information that you provide to register for the Event and the information that is required by the Platform.
2. You grant to us a worldwide, non-exclusive, royalty-free right and license to use, reproduce, store, adapt, publish, translate and distribute your content in connection with the Event or any other event or program that we organize at any time in the future, or in any other manner that we may decide.
3. You may edit your content to the extent permitted using the editing functionality made available on our Platform.
4. Without prejudice to our other rights under these terms, if you breach any provision of these terms in any way, or if we reasonably suspect that you have breached these terms in any way, we may delete, un-publish or edit any or all of your content.

Your content: rules

1. You warrant and represent that your content will comply with these Terms.

2. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
3. Your content, and the use of your content by us in accordance with these terms, must be correct, accurate and authenticate and must not be in violation of any applicable law, rule / or regulation or infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property rights.

Limited warranties

1. IAMAI does not warrant or represent that the information contained on this Platform is accurate or complete, and hereby disclaims any and all liability to the User or any other person for any loss or damage caused by errors or omissions, regardless of whether such errors or omissions result from negligence, accident or any other cause.
2. Further, IAMAI assumes no liability for the interpretation and/or use of the information contained on this Platform, nor does it offer a warranty of any kind, either expressly or impliedly.
3. We reserve the right to discontinue or alter any or all of our Platform services, and to stop publishing our Platform, at any time in our sole discretion without notice or explanation; and you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Platform services, or if we stop publishing the Platform.
4. To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms, our Platform and the use of our Platform.

Breach of these terms of use

1. The User agrees that IAMAI with or without any reason, may immediately terminate user's access to the Platform without prior notice.
2. Without limiting the foregoing, IAMAI may terminate or temporarily suspend user's access to the Platform if he/she
 - a. breaches or violates these Terms,
 - b. there is a request by law enforcement or other government agencies, or
 - c. in case of unexpected technical issues or problems.
3. Users agree that all terminations of access to the Platform shall be made at the sole discretion of IAMAI, and that IAMAI shall not be liable in any manner whatsoever to either user or any third-party for any termination of access to this Platform.

IAMAI does not assume any liability for any damage you may experience or costs you may incur as a result of any transmissions over the internet or other publicly accessible networks, such as transmissions involving the exchange of e-mail.

In no event will such data or information be deemed to be confidential, create any fiduciary obligations on IAMAI's part, or result in any liability to you in the event that such information is inadvertently released or accessed by third parties without consent.

IAMAI takes no responsibility whatsoever for the information you have uploaded to the Platform and shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of such information, or failure to store any of such information.

Nor is IAMAI responsible for loss of information through the action of any third party or because of circumstances beyond IAMAI'S control. You are expected to have your own backup of all of your information.

To the fullest extent permissible under applicable law, you understand and agree that neither IAMAI nor any of its affiliates or subsidiaries, or any of their respective directors, officers, employees, partners, representatives, contractors or agents shall be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary or any other damages relating to or resulting from use of the Platform or from any actions IAMAI takes or fails to take. These include but are not limited to damages for errors, omissions, interruptions, defects, delays, computer viruses, lost profits, loss of data, business interruption, unauthorized access to and alteration of transmissions and data, and other tangible and intangible losses.

This limitation applies regardless of whether the damages are claimed under the terms of a contract, as the result of negligence or otherwise, and even if advised of the possibility of such damages. IAMAI is not responsible for deletion or loss of files or information uploaded to the Platform.

You understand and acknowledge that IAMAI will not be liable for any network-related problems attributable to the operation of the Platform and that network configuration changes may affect the Platform's performance.

You hereby acknowledge and agree that IAMAI shall have no liability whatsoever in connection with or arising from your use of the Platform, as set forth herein. User's only right or remedy regarding any problems or dissatisfaction with the Platform is to uninstall it and/or discontinue the your use of the Platform.

IAMAI shall in no case be liable for any personal injury harm, or death related to use of the Platform, or for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use the Platform, even if IAMAI has been advised of the possibility of such damages.

This limitation applies regardless of whether the damages are claimed under warranty, contract, negligence, tort, or any other legal theory, and even if IAMAI or its representatives have been advised of the possibility of such damages. IAMAI's maximum liability arising out of or in connection with your use of the Platform, regardless of the cause of action, will not exceed Indian Rupees Hundred.

Indemnification

1. To the fullest extent allowed by law, the user will indemnify and hold IAMAI and its subsidiaries, affiliates, officers, directors, employees, agents, representatives, and partners, harmless from all damages, liabilities, settlements, expenses, fines, penalties, expenses, costs and attorneys' fees arising from or related to any claim or demand made by any third party due to or arising out of the user's access to or use of the Platform, user's access to, creation of, or transmittal of any of the content, user's violation of these Terms, or the infringement by user of any intellectual property or other right of any person or entity. IAMAI shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. IAMAI reserves the right to assume the exclusive defense and control of any matter subject to immediate indemnification.

Intellectual Property Rights

1. IAMAI and any other IAMAI trademarks and trade names, and any variations thereof, are and shall remain the trademarks and trade names and exclusive property of IAMAI, and any unauthorized use of such trademarks and trade names is prohibited.
2. The Platform (including without limitation the related software and media, the design of the Platform and associated content including text, scripts, graphics, interactive features and the like, and the trademarks, service marks and logos contained therein (all programs, compiled binaries, interface layout, interface text, documentation, resources and graphics) is the sole and exclusive property of IAMAI and is protected by copyright, trademark, and other intellectual property common and statutory laws of the India and under applicable laws of other countries.
3. You agree that IAMAI owns and retains all rights to the Platform and that is content is solely owned and controlled by the content provider and all such material are protected and copyrighted, trademarked and protected by copyright, trademark, and other intellectual property common and statutory laws of the India and under applicable laws of other countries.
4. You may not sell or modify the Platform content or reproduce, display, publicly perform, distribute, or otherwise use the Platform in any way for any purpose.

Payments and Billing

1. In order to make payments online, You undertake to use a valid payment card or bank details or third party wallets or details required for any other mode of payment ("Payment Details") with the authority to use the same, to have sufficient funds or credit available to complete the payment for the services in good standing.
2. By providing the Payment Details, You represent, warrant, and covenant that:
 - a. You are legally authorized to provide such Payment Details;
 - b. You are legally authorized to perform payments using such Payment Details; and

- c. such action does not violate the terms applicable to your use of such Payment Details or applicable law.
3. You agree that you are responsible for any fees charged by your mobile carrier in connection with your use of the payment services through your mobile.
4. IAMAI shall use the Payment Details as described in the IAMAI's Privacy Policy.
5. You may add, delete, and edit the Payment Details you have provided from time to time through the Platform.
6. Failed Transactions: Except to the extent otherwise required by applicable law, IAMAI is not liable for any payments authorized through the payment platform using your Payment Details.
7. IAMAI is not liable for any payments that do not complete because:
 - a. your payment card or bank account or third party wallet does not contain sufficient funds to complete the transaction or the transaction exceeds the credit limit in respect of the Payment Details provided;
 - b. you have not provided us with correct Payment Details;
 - c. your payment card has expired; or
 - d. circumstances beyond IAMAI's control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) which prevent the execution of the transaction.
8. With regards to payments, IAMAI shall not be responsible or liable for any unauthorized transactions conducted on IAMAI's platform using your payment card or internet banking.

Variation

IAMAI reserves the right at any time, without previous notice, to add, alter, modify, change or vary all or any of these Terms. The revised Terms shall apply to the use of our Platform from the date of publication of the revised terms and conditions on the Platform, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

We shall have the right, at our sole discretion, to modify, add, or remove any terms or conditions of these Terms without notice or liability to you. Any changes to these Terms shall be effective immediately following the posting of such changes. You agree to review these Terms from time to time and agree that any subsequent use by you of our Platform following changes to these Terms shall constitute your acceptance of all such changes. Under certain circumstances, we may also elect to notify you of changes or updates to our Terms by additional means, such as pop-up or push notifications or through e-mail notifications.

Assignment

1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use.
2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms.

Severability

1. If a provision of these terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
2. If any unlawful and/or unenforceable provision of these terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Third party rights

1. A contract under these terms is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
2. The exercise of the parties' rights under a contract under these terms is not subject to the consent of any third party.

Entire agreement

1. The terms of use [together with [our privacy and cookies policy],] shall constitute the entire agreement between you and us in relation to your use of our Platform and shall supersede all previous agreements between you and us in relation to your use of our Platform.

Law and jurisdiction

2. These Terms of Use shall be governed by and construed in accordance with Indian Law. Any disputes relating to these terms shall be subject to the exclusive jurisdiction of the courts of Mumbai, [India].

Our details

1. This Platform is owned and operated by Internet and Mobile Association of India.
2. We are registered in India and our registered office is at
 - a. 406, Ready Money Terrace, 167, Dr. Annie Besant Road, Worli Naka, Mumbai-400018.
3. Our principal place of business is at
 - a. 406, Ready Money Terrace, 167, Dr. Annie Besant Road, Worli Naka, Mumbai-400018.

You can contact us:

1. by post, using the postal address given above;
2. using our Platform contact form;
3. by telephone, on the contact number published on our Platform from time to time; or
4. by e-mail, using the e-mail address published on our Platform from time to time.