

## **Terms & Conditions**

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This website is designed, developed and maintained by Air India Limited Retired Employees Association ("**AILREA**"). Though all efforts have been made to ensure the accuracy and currency of the content on this website, the same should not be construed as a statement of law or used for any legal purposes. In case of any ambiguity or doubts, users are advised to verify/check with AILREA and/or other source(s), and to obtain appropriate professional advice. Under no circumstances will AILREA be liable for any expense, for any direct or indirect loss or damage including consequential loss or damage whatsoever arising from use, or loss of use, or loss of any data in connection with the use of this website.

These Terms and conditions define the relation between AILREA and the User (you). Please carefully go through these terms and conditions ("**Terms of Use**"), the privacy policy ("**Privacy Policy**") and the disclaimers ("**Disclaimers**") before you continue to access the Website or avail the services on the Website. By proceeding further and using the software or availing the services provided, you agree to comply with the said Terms, Privacy Policy and Disclaimers (collectively "**Agreement**").

By accessing this Website the User wishes to gain, for his/her own use, more information about AILREA and the Services offered by AILREA.

All the statements in these Terms apply to all users, and all users are therefore required to read and understand the Terms set out herein prior to accessing or utilizing any Services from the Website, failing which they are required to leave the Website immediately.

**Representations:**

This Website ailrea.com is a resource for information purposes only. AILREA makes no endorsement of, is not responsible for and makes no representations or warranties with respect to links from this Website to other information, websites or entities. This Website is intended, but not warranted, promised or guaranteed, to be correct, complete, and up-to-date. AILREA expressly disclaims and will not be liable for any act or omission or any consequence of any act or omission by the User relying on material/information provided in this Website; and

Whilst every care has been taken in preparing the information and materials contained in this Website, such information and materials are provided "as is" without warranty of any kind, either express or implied. In particular, no warranty regarding non-infringement, security, accuracy, fitness for a purpose or freedom from computer viruses is given in connection with such information and materials.

AILREA assumes no liability for the interpretation and/or use of the information contained or referred to on this Website.

The information provided under this Website is available to you ("**User**"), solely for the purposes of information and for facilitating the process of availing Services by the User.

No representation is given that any Services discussed in or accessible through this Website are suitable for you or any particular person. You acknowledge that your use of this Website and any requests for information you have made as a result of visiting this Website have not been solicited by AILREA or any of its affiliates. The information contained on this Website is not intended to provide professional advice. Persons accessing these pages should obtain appropriate professional advice as necessary;

Due to the nature of the Internet, transactions may be subject to interruption, transmission blackout, delayed transmission and incorrect data transmission. AILREA is not liable for malfunctions in communications facilities which are not under its control that may affect the accuracy or timeliness of messages and transactions you send; and E-mail messages sent to AILREA over the internet cannot be guaranteed to be completely secure. AILREA is not responsible for any damages incurred by Users if they send a message to AILREA or its affiliates, or if AILREA or its affiliates send a message to them at their request, over the internet. AILREA is not responsible in any way

for direct, indirect, special or consequential loss or damages arising out of the use of this Website.

We shall take appropriate measures to ensure that your information disclosed to us is kept secure, accurate and up to date however, we do not represent or warrant that the Website will be available to meet your requirements, or that access will not be interrupted, or that there will be no delays, failures, errors or omissions or loss of transmitted information, or that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with the Website.

**Membership Criteria:**

AILREA retains the absolute right to determine eligibility for subscription to any of the Services and reserves the right to refuse registration of or cancel accounts which are deemed to be inappropriate.

**Account Details:**

The User shall fill a registration form in order to avail the Services provided by us. The User shall provide true, accurate, current and complete information as required by the registration form. As part of the registration process, the User shall provide an e-mail address and a password for the User's account on the Website. The User shall be responsible for maintaining the security of the User's account, passwords and files;

The information provided by you has been provided with bona fide intentions and is true and accurate to the best of your knowledge and belief.

You have not and will not misrepresent or provide any false personal details.

The entity or the person creating an account shall be deemed to be the account owner. For security reasons, only the account owner or any person designated by the account owner will be allowed to request for changes, cancellations or designate a new point of contact.

You will receive a password and account designation upon completion of the registration process. This account and password are personal to you and should not be disclosed to any other person and cannot and shall not be used by anyone else. It is also non-transferable to anyone. The User shall be responsible for maintaining the confidentiality of password and login information and shall not

use this Website for any unlawful purpose. Kindly ensure that you log out from your account at the end of each session of usage.

AILREA shall not be liable for any information provided by you, nor for any error and/or omissions and/or inaccuracy with regard to information so provided. In addition, AILREA shall not be liable for any loss or damages sustained by reason of such availability of information whether intentionally or inadvertently. AILREA makes no guarantees as to the validity, accuracy or legal status of any information provided by you.

AILREA shall not be held responsible in any way for direct, indirect, special or consequential damages arising out of any unauthorized use of the User's account. In the event of any unauthorized use of your password or account or any other breach of security, notify us immediately.

AILREA shall not take responsibility for resolving disputes between multiple persons claiming ownership of a single User account.

**User Responsibility:**

The User shall be allowed to view, post, publish, share ideas, opinions, recommendations, feedback or advice ("**User Feedback**") in certain places on the Website and/or by email. By submitting User Feedback to AILREA via any method, the User hereby grants AILREA the right to use, post and disclose any User Feedback on the Website for lawful purposes without payment of any charges, fees, royalty or

any consideration of any nature whatsoever. This shall not in any manner imply any responsibility on AILREA.

The User agrees that he/she is solely responsible for the content that he/she chooses to submit for publication on the Website, including any feedback, ratings, or reviews (“**User Content**”) relating to the Services or Website. The role of AILREA in publishing User Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. The views and opinions expressed by a User are his own and do not reflect on AILREA. AILREA shall not be bound by the views and/or opinions expressed by a User nor shall it be bound to comply with the same. In no event shall the User or anyone else be entitled to any compensation or acknowledgement for AILREA’s use of any User Feedback.

The User agrees that by providing information in this you have not: (i) submitted material unless you are the owner of such rights or have permission from their rightful owner to post the material and to on the Website; (ii) The User shall not utilize the Services or Website for submitting material that are unlawful, obscene, offensive or fraudulent content or activity such as advocating harm, interfering with or violating the integrity or security of a network or system, sending unsolicited abusive or deceptive messages, viruses or harmful code or violates any third-party rights, (iii) published falsehoods or misrepresentations that could damage AILREA, its brand or any third party; (iv) submitted material that is unlawful, obscene, defamatory, libellous, threatening, harassing, hateful,

racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (v) impersonated another person; (vi) sent or stored material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfered with or disrupted the integrity or performance of our Website or the data contained therein; or (viii) attempted to gain unauthorized access to this Website or its related systems or networks; (ix) breaches or violates or amounts to unauthorised use of any registered or unregistered intellectual property rights such as copyrights, trademarks, designs etc. AILREA reserves the right to delete, pull down or remove any such information or posts from the Website as it chooses without giving any reasons therefore and without being liable or responsible or answerable in any manner whatsoever.

If you have inadvertently submitted any information to us, or you do not agree with the manner in which such information is collected, stored or used, or to enquire whether we are in possession of your personal data or if you require us to delete and destroy all such information provided by you, you may contact us by sending an email to [connect@ailrea.com](mailto:connect@ailrea.com), and AILREA will take necessary action on being convinced of the genuineness of such a request.

The User shall not indulge in Hacking or other related activities. Hacking for the purpose of this Clause shall mean activities including



but not limited to illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans and other activities designed to assist in Hacking;

AILREA does not allow the use of anonymous proxy scripts on its Website. They can be very abusive to the server resources, affecting all users on that server. User shall not access or copy any portion of the Services through any automated viewing, downloading or crawling systems;

The User agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from this Website

The User shall use the Services only in compliance with these Terms, Privacy Policy or other policies as may be furnished to the User and all applicable laws;

The User may not access or use any third party mailing lists in connection with preparing or distributing unsolicited e-mail to any third party;

The User shall be solely liable to separately back up his/her files and data that may be uploaded on the Website. Under no circumstances

will AILREA be liable to anyone for damages of any kind arising out of loss of User's files and/or data uploaded on the Website;

The User hereby agrees to indemnify and hold harmless the AILREA, its content providers and respective Committee members and officers against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of the foregoing.

If you find that others aren't following these rules, you may report abuse.

**Privacy Policy:**

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of this Website. The User further consents that the terms and contents of such Privacy Policy are acceptable to him. By submitting data to us or by using this Website, you consent to our use of such data, in the manner set out under the Privacy Policy and agree to be communicated by us to facilitate your usage of our Services.

Personal information provided by the User while registering on this Website or for the Services is done voluntarily;

We assure that the personal information collected from the Users shall be used as prescribed under the Privacy Policy; The User is therefore completely informed that AILREA accesses such

information collected from the User in order to process, analyze, compile and exploit them, within the framework of the Privacy Policy; It is expressly agreed by the User that his/her personal information may be passed to a third party in order to deliver the Services requested by him/her; You also permit us to disclose your information to service providers, with whom AILREA has a contractual relationship, who help with our business operations and Services offered on the Website; and The User also acknowledges that he/she has been informed that AILREA may transmit such data at the request of a duly recognized law enforcement and governmental agencies.

Internet communications may be susceptible to interference or interception by third parties. We assume no liability for any disclosure of information due to any errors in transmission, unauthorized third party access to our Website and data bases or other acts of third parties, or acts or omissions beyond our reasonable control; and despite our best efforts, we make no warranties that the Website is free of infection by computer viruses or other unauthorized software. You should take necessary precautions while using the Website and take necessary steps in order to keep the Website secure. This includes clearing your Internet browser cookies and cache before and after using any services on the Website.

**Disclaimers:**

The User hereby consents, expresses and agrees that he has read and fully understood the Disclaimers to this Website. The User further consents that the terms and contents of such Disclaimer are acceptable to him.

**Intellectual Property:**

All rights are reserved by AILREA. The content, code and applications contained on this Website, under the domain ailrea.com are copyright protected. The materials on this Website are protected by copyright and no part of such materials may be modified, reproduced, stored in a retrieval system, transmitted (in any form or by any means), copied, distributed, used for creating derivative works or used in any other way for commercial or public purposes without AILREA's prior written consent; The User has no right to use or copy any of trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of ailrea.mumbai.com as displayed on this Website

The content and information contained within the Website or delivered to you in connection with your use of the Website is the property of AILREA and any other third party (where applicable). The trademark, trade names and logos (the "Trade Marks") that are used and displayed on our Website include registered and unregistered Trade Marks of AILREA and other third parties;

Nothing on the Website should be construed as granting any license or right to use any Trade Marks displayed on our Website. AILREA shall retain all proprietary rights on the Website. Users are prohibited from using the same without written permission of the AILREA or such other parties;

Any violation of any person's or entity's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. AILREA may remove or block User's access to content appearing on or through the Services in case of any such violation;

### **Third Parties and Hyperlinks:**

This Website may provide hyperlinks to other locations or websites on the internet. These hyperlinks may lead to websites published or operated by third parties who are not affiliated with or in any way related to AILREA. They have been included in our Website to enhance your user experience and are presented for facilitating users and for information purposes only. We endeavour to select reputable websites and sources of information for your convenience. Please be mindful that when you click on a link and leave our website you will be subject to the terms of use and privacy policies of the other website that you are going to visit;

The display on this Website of any services offered by third parties does not in any way suggest that AILREA approves, endorses, recommends, guarantees or introduces any of these third parties or

products or extends any advice to the User about these third parties or their products;

We are not in any way responsible for the content of any externally linked website or webpage. You use or follow these links at your own risk and AILREA is not responsible for any damages or losses incurred or suffered by you arising out of or in connection with your use of the links. AILREA is not a party to any contractual arrangements entered into between you and the provider of the external website unless otherwise expressly specified or agreed to by AILREA .

AILREA does not guarantee the availability of such linked pages at all times. AILREA cannot authorize the use of copyrighted materials contained in linked websites. Users are advised to request such authorization from the owner of the linked website. AILREA does not guarantee that linked websites comply with Government of India Web Guidelines.

You must always obtain the prior written approval of AILREA before creating a hyperlink in any form from a third party website to this Website. AILREA may or may not give such approval at its absolute discretion; and ALREA reserves the right to object or disable any externally linked website to or from the Website.

#### **Modification and Termination:**

These Terms may be modified at the discretion of AILREA and the User's usage of this Website shall be governed by the Terms in effect

at the time of usage. You are encouraged to review these Terms from time to time. If we materially change these terms, we will provide you with reasonable advance notice and the opportunity to review the changes, except (1) when we launch a new service or feature, or (2) in urgent situations, such as preventing ongoing abuse or responding to legal requirements. If you don't agree to the new terms, you should deactivate your account and stop using the services.

AILREA reserves the right to suspend, terminate or restrict the User's access to the entire or a section of this Website without notice and without liability. Further this limited license terminates automatically, without notice to you, if you are in breach of any of these Terms. Upon termination, you must immediately destroy any downloaded and printed materials.

**Contact information for Grievance:**

In accordance with the Information Technology Act, 2000, and the rules made there under, if you have any grievance with respect to the Website or the service, including any discrepancies and grievances with respect to processing of information, you can contact our Grievance Officer on the email ID [connect@ailrea.com](mailto:connect@ailrea.com)

**Governing Law and Dispute Resolution**

AILREA controls and operates this Website from India and the Terms are solely governed by and must be interpreted in accordance with Indian laws.

Any dispute, claim or controversy arising out of or relating to these Terms, including the determination of the scope or applicability of the Terms to arbitrate, or your use of the Website or the Services or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator appointed by AILREA. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Mumbai. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute; and

Subject to the above clause, these Terms be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts and tribunals at Mumbai.

This policy was updated on 20<sup>th</sup> April 2022.

If you are not agreeable to the above Terms and Conditions you may choose to leave this website.