IESA Terms of Use

Welcome to the website for the Indian Energy Storage Alliance (IESA). Your use of this website (the “Site”), which includes IESA’s mobile site, any downloadable mobile applications, or IESA’s social media pages, or any of the services offered on or through the site (the “Services”) offered on or through the Site is subject to these Terms of Use (the “Terms”). Your use of this Site constitutes your binding acceptance of these Terms, including any changes made therein. Please read these Terms thoroughly as they constitute your rights and obligations regarding your use of the Site. Should you opt not to be bound by the Terms, you may not access or use the Site.

General Acknowledgments

You acknowledge and agree that IESA may set policies and limits regarding your use of the Site, and further agree that IESA has no liability or responsibility for the Site’s failure and the deletion of any content maintained or sent by the Site. IESA reserves the right to modify, alter, correct, or cancel the Site, with or without notice, on a temporary or permanent basis. You additionally agree that IESA will not be liable for any termination of your access to the site, or for any modification, suspension, or discontinuance of the Site.

Acceptance of Terms of Use and Access

IESA provides the information contained on this Site conditioned upon your acceptance, without modification, of the terms, conditions and notices comprising the Terms. The IESA reserves the right to update and modify the Terms without notice by posting revised Terms on the Site. You may review the most current version of the Terms by clicking on ______________.

IESA has the right to change or terminate all or any part of our Services, restrict or terminate your access to all or any part of our Services, or refuse, move, or remove any content that is available on the Site and any material that you submit to the Site without any prior notice to you.

IESA is providing you with the information and use of the Site. The Site is available only to individuals and entities who can form legally-binding contracts under applicable law. If you do not qualify, please do not use this Site. IESA reserves the right to deny access and/or registration to the Site to anyone at any time in its sole discretion.

User Obligations

In using this Site and/or the Services, you agree to be subject to certain obligations. For any personal information that you provide through the Site, you agree to provide true, accurate, current, and complete information as prompted, and you further agree that you will not use the Site for any purpose that is unlawful, illegal, or prohibited by these Terms, or if applicable, your membership agreement. If you provide any information that is untrue, inaccurate, incomplete, not current, IESA has the right to refuse any and all current or future use of the Site, or any portion thereof.
Submissions to the Site and Licensing of Content

You acknowledge and agree that IESA may preserve any submissions, content, or metadata made to the IESA or to the Site and may also disclose any such submissions if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these terms; (iii) respond to claims that any submission violates the rights of third parties; or (iv) protect the rights, property, or safety of IESA, the Site, its users, and the public.

By submitting content to the Site or IESA or its affiliates, including via email, you agree that such content and any metadata or information related to the content is non-confidential for all purposes. If you submit, post, or upload any content to the Site or if you submit any business information, idea, concept, or invention to IESA or the Site, you automatically grant, or warrant that the owner of the content or intellectual property has expressly granted, IESA a royalty-free, perpetual, irrevocable, world-wide, nonexclusive license to use, copy, process, adapt, transmit, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, display and sublicense the content and metadata relating to the content in any form, format, or forum now known or hereafter developed (the “License”). You agree that this License includes the right for IESA to sublicense and make the content available to any entity or individual who partners with IESA for the distribution or publication of the content on other media and services, subject to these Terms regarding the use of the content. If you wish to keep any content, information, metadata, ideas, concepts or inventions private or proprietary, please do not post or submit them to IESA or the Site. You agree that in the event IESA receives any royalties, compensation, or other payments associated with exercising the rights granted to it under the License, you shall not claim any right to the royalties, compensation, or other payments. You further agree that IESA may, in its sole discretion, use any content for which it has a License in a way that may link to, refer to or reference your name, such as use of your content on the Site or an affiliated or partner website.

Disclaimer, Limitation of Liability, Indemnification

IESA assumes no liability for your reliance on the contents of this Site. IESA will not be liable for any of the following:

1. The contents of any communication or information posted by you or a third party;
2. The content of any website not controlled, owned, or operated by IESA that is accessed from or linked to this Site;
3. The content, services, or information provided by any website claiming to be operated or controlled by IESA or its affiliates, but not in actuality affiliated with, controlled, owned, or operated by IESA;
4. Any damages or injury caused by a failure of this Site, including but not limited to, any failure or performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure; and
5. Any direct, indirect, incidental, special, punitive, or consequential damages arising out of or relating to use or inability to use the Site, even if IESA has been advised of the possibility of such damages, including but not limited to, loss of profits, loss of data or loss of use damages. If you are dissatisfied with any portion of the Site, or with any of these Terms of Use, your sole and exclusive remedy is to continue using the Site.

You agree to indemnify, defend and hold harmless IESA, its directors, officers, partners, agents, employees, and affiliates from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to reasonably documented attorneys’ fees, made by any third party from or arising out of your use of the Site, your violation of these Terms, or your infringement of any intellectual property or other right of any other entity or person.

Content and Disclaimer of Warranties

All of the information on the Site is provided on an as-is basis. IESA shall not assume any responsibility or liability for any inaccuracies, errors or omissions, and shall have no obligation to honor transactions or information affected by such inaccuracies. IESA reserves the right to make changes, corrections, cancellations, and/or improvements to the information on the Site, and to the products, services, and packages offered on the Site, at any time, without notice. IESA expressly disclaims all warranties regarding the Site and the materials. Any information, material, services or products you download or receive from this Site is gathered at your own risk, and you shall be solely responsible for any damage to your computer or data loss resulting from any such download.

It is your responsibility to evaluate the accuracy of all opinions, advice, statements, representations, services, and other information provided on and through the Site. You acknowledge that you may not rely on any content on the Site. IESA does not endorse or represent any accuracy, reliability, or quality of any information or non-IESA goods, services, or products displayed or advertised on the Site. IESA makes no representations or warranties, express or implied, with respect to the information provided on this Site.

Third Party Websites

This Site may link to other websites, allowing you to leave this Site to access third-party material. IESA has not reviewed, endorsed, or approved these other websites, and further makes no representations or warranties, express or implied, regarding the information provided on such other websites. You acknowledge and agree that IESA has no responsibility for the information and content appearing on third party websites, and shall not be liable for any damage or loss caused or alleged to be caused by your use or reliance on any such content, information, goods, or services available on or through any third party site.

Proprietary Materials

You acknowledge and agree that the content and information found on this Site is the sole and exclusive property of IESA. It may be protected by copyright, trademark, or patent law, or other proprietary rights and laws. You may not reproduce, copy, sell, distribute, or create any derivative
works based on the content and information found on this Site. You acknowledge and agree that you shall not use any of IESA’s information, name or logo without IESA’s express written permission.

**Jurisdiction**

You agree that any dispute that may arise out of your use of IESA shall be governed by the laws of the State of Maharashtra, India, and further that any legal proceedings arising out of or relating to the Terms shall be exclusively submitted to jurisdiction in Pune, Maharashtra, India.

**Privacy**

IESA, in its operation of this Site, will collect certain personal data in connection with your use of the Site, including contact information such as your email address, first and last name, mailing address, and payment information, and may retain it for record-keeping purposes (“Personal Information”). IESA shall not share Personal Information provided through the Site, with the exception of approved third-party partners, who shall agree to keep this information confidential. In addition, any information you provide to internet browsers and web servers in accessing this Site is collected automatically.

The security of your information is of utmost importance to us, but please be aware that no submission over the internet or mode of electronic storage is 100% secure. We cannot guarantee security for any such information.

In using the Site, certain non-personal information (“Non-Personal Information”) may be automatically gathered by IESA’s web servers, including the domain name of the site allowing your access to the internet, the internet protocol (IP) address utilized to connect your computer to the internet, and other relevant statistics and information. In addition, IESA may collect information via technology that allows for tracking, including “cookies.” “Cookies” are small files created by websites, stored in computers, either temporarily or permanently, that allow us to recognize you and personalize your future experience in using the Site.

This Privacy Policy is effective as of December 1, 2015, and shall remain in effect until any amendments or corrections are made in the future, IESA reserves the right to modify, update or change this Privacy Policy at any time without notice to you. Your continued use of the Site after any modifications, updates, or changes constitutes acceptance of the modifications, your acknowledgment, and agreement to be bound by them. In the event of a material change to this Privacy Policy, IESA will post a prominent notification to the Site.

Should you have any questions about this Privacy Policy, please contact us at contact@indiaesa.info

About IESA: The India Energy Storage Alliance (IESA) was launched in 2012 by Customized Energy Solutions to promote energy storage & micro grid technologies and their applications in India. Please find more information on IESA at http://www.indiaesa.info/