

Terms and Conditions (As of August 2024)

These terms and conditions form a legally binding agreement (“Agreement”) between the visitors to this website hereinafter referred to as “Users” or “you”, Individuals or organisations who are visiting the website for various purposes such as inclusion in events, participating in the networking forums in the craft and handmade sectors or the Kula Innovate Event hosted as part of Kula Conclave (“Participants”) by 200 Million Artisans c/o C-Shift LLP and/or its subsidiaries and affiliates hereinafter referred to as “200M”, “we”, “us”, “our” are the owners of this website. This Agreement shall govern the use of the website <https://www.kulaconclave.com/> (referred to as “Website”).

Hereinafter, all the three parts are collectively referred to as **Parties**.

Whereas:

This Agreement is divided into three parts namely Part A for Users, Part B for Participants, and Common Provisions applicable to both Users and Participants.

This Agreement outlines the rules for using the Website. By using the Website, you agree to follow these rules, our Privacy Policy, and any other updates we make. These documents count as legal records under Indian law, including the Information Technology Act.

This Agreement explains your rights and responsibilities when using the Website, so please read it carefully. If you don't agree with the terms, you should stop using the Website right away. If you stop using the Website, the Agreement won't apply from that point on, but it will still apply to everything you did before you stopped using the Website.

By browsing our Website, and/or registering with the same, Users and Participants are complying with all our Terms & Conditions and clauses mentioned hereinafter.

We can change this Agreement at any time without giving notice. It is your responsibility to regularly check this Agreement and any other policies on the Website for updates.

We work with third parties and in case of any conflict between the third-party terms and conditions, and this Agreement occurs, Users and Participants agree that this Agreement shall always prevail and be binding.



Part-A

1. Scope of Services

The Website is designed to provide information about Kula Conclave and allied activities/events happening across India. Since the Internet allows access from different locations, users should use the Website at their own risk and ensure their use complies with local laws. Kula Conclave is a first-of-its-kind networking forum that aims to facilitate a dialogue between investors, industry leaders and passionate innovators building impact-led solutions in India's cultural economy, especially its Creative Manufacturing and Handmade (CMH) sector. The goal is to accelerate the potential of 'Handmade in India' through meaningful connections, conversations, and collaborations. The Services and content may differ based on location, time, device, and other factors like internet speed and availability.

2. Eligibility to Use

You can only use the Website where it's allowed by law. By accessing the Website, you confirm that you have the legal right and authority to follow this Agreement, including meeting age and legal requirements. You must be at least 18 years old to use the Website on your own. If you're under 18, you can browse the Website only with the help and supervision of a parent or legal guardian using their registered account. We can block access to users who are found to be under 18. Kula Conclave is an invite-only conference, any legal enterprise wishing to engage in the conference shall have to request invitations from Us, the forms for the same shall be sent to the interested Participants by Us.

3. No Warranty

By using the Website, you agree that 200M is not responsible for the accuracy of information provided by participants. We are not liable for any issues or disputes between users and participants, including their employees or other representatives.

4. Usage terms

- The Website might have mistakes or outdated information, and 200M isn't responsible for these errors. We can refuse or cancel requests at any time, especially if we think they break our rules, are harmful, or involve illegal or fraudulent behaviour.



- 200M doesn't guarantee that any information, products, or services on the Website are accurate, complete, or error-free. We also don't promise that the Website will always work perfectly or be free of problems.
- We're not responsible for any delays or issues with the Website's functions, or for any problems that arise from using it. We also can't be held liable for any downtime due to maintenance or technical issues beyond our control.

5. Prohibited Content

Before using the Website, you agree not to use it for anything illegal, unauthorised, or against these terms. If you break this rule, your right to use the Website will end immediately. 200M can block or terminate your access to the Website at any time, with or without notice, if we choose to do so.

6. Prohibited Activity

Users are not allowed to:

- Collect data from the Website to build databases or directories without our permission.
- Use the Website to gather usernames or email addresses for spam or create fake accounts.
- Bypass or disable security features on the Website.
- Frame or link to the Website without permission.
- Trick or mislead us or other users, especially to get sensitive information like passwords.
- Misuse our support services or make false abuse reports.
- Use scripts or bots to send messages or gather data automatically.
- Disrupt the Website or overload its systems.
- Pretend to be someone else or use another user's name.
- Sell or transfer your user profile.
- Use information from the Website to harass or harm others.
- Use the Website for business or profit-making purposes.
- Reverse engineer or copy the Website's software or code.
- Try to bypass restrictions on the Website or access parts of it without permission.
- Upload or send viruses or spam that disrupt the Website.
- Upload or send material that collects information from others.
- Use automated tools or scripts to access or interact with the Website.
- Harm our reputation or the Website.
- Use the Website in ways that violate any applicable laws.



7. Communications.

By using the Website, you agree to receive communications from 200M electronically, including by email. 200M is not responsible for unauthorised access to or changes in your data or for any issues with the transmission of your information. We will do our best to protect your personal information, but online transmissions can't be guaranteed to be completely secure. You agree that 200M isn't liable for information leaks due to transmission errors or third-party actions, including phishing attacks.

8. Third Party Links

This Website may have links to other sites that are not owned or controlled by 200M. These links are just for your convenience and do not mean we endorse those sites. 200M is not responsible for the content or privacy practices of these other sites. We don't regularly check or guarantee the accuracy of information or services on linked sites. If you choose to visit these linked sites, you do so at your own risk.

9. Intellectual Property

The Website and its content, including images, text, logos, audio, and video, are owned or licensed by 200M. You cannot use this content in any way that involves modifying, copying, distributing, or selling it without permission.

Any Content you provide to 200M becomes our property. This means we can use, share, or modify it freely without further approval or payment to you. By submitting Content, you confirm that you own the rights to it and that using it won't infringe on anyone else's rights.

Content here shall mean “any content shared by the community to further 200M's mission of driving data-led research and evidence based storytelling, building a networked ecosystem for craft-based entrepreneurship, advocating for localised innovation, and making the case to unlock inclusive capital.”

10. Privacy

Please refer to the Privacy Policy and Cookie Policy for Users which will also govern User's use of Website and/or Services.

11. Indemnification



In addition to any other legal options available to 200M, you agree to protect and compensate 200M, its affiliates, agents, and employees from any losses, claims, damages, or expenses (including legal fees) that come from your use or misuse of the Website, any violation of these terms, or any breach of your promises.

12. Limitation of Liability

200M isn't responsible for any damages, including direct, indirect, incidental, or consequential damages, or losses such as lost data or profits that may result from using the Website, its content, or services. This applies regardless of whether the damages are due to contract issues, negligence, or other reasons, and even if we were warned about the possibility of such damages.

However, regardless of anything stated elsewhere, the most 200M will be liable for any claim related to using the Website is the amount you paid for the product or service involved in that claim.

13. Indemnity

You agree to protect and defend 200M and its affiliates, including employees and agents, from any claims, damages, or costs (including legal fees) made by others due to your use of the Website in violation of this Agreement. This includes:

- Your use of the Website.
- Any breach of this Agreement by you.
- Violations of third-party rights, such as copyright or privacy rights.
- Any damage your content may have caused to someone else.

This obligation to defend and indemnify will continue even after this Agreement ends or you stop using the Website.

Part-B

1. Participants hereby warrant that:



To use the Website, Participants agree not to use it for anything illegal or against these terms. If Participants break this rule, their access will be immediately terminated. 200M can block or terminate access at any time, with or without notice.

Participants must ensure that any information they provide:

- Is accurate, truthful, and complete.
- Doesn't involve fraudulent activities or counterfeit cards.
- Doesn't violate third-party intellectual property or privacy rights.
- Isn't defamatory, threatening, or harassing.
- Doesn't contain harmful software like viruses or malware.
- Doesn't cause legal issues for 200M or affect its service providers.

If Participants violate these terms or if 200M suspects they have, we can permanently deny or end their access to the Website and refuse any requests they make. Participants also confirm they have the rights to share all the information they provide related to events

2. Licence to 200M

It is understood that the information provided by the Participants are original and free of any encumbrances and the Participants are the sole owner of any and all intellectual property vested in such information provided. It is agreed that Participants grant 200M a non-exclusive, permanent licence to use materials uploaded to the website related to the events / allied activities. This includes, but isn't limited to, pictures, logos, text, graphics, designs, audio, video, and other content.

Participants understand and agree that they cannot make any claims or disputes about how 200M uses or arranges these materials on its website.

3. Indemnification by Participants:

In addition to any other legal options available to 200M, Participants agree to protect and defend 200M, its affiliates, agents, and employees from any losses, claims, or costs (including legal fees) that arise from:



- Their use or misuse of the Website.
- Any violation of these terms and conditions.
- Any breach of their promises or warranties.

Participants will cover all expenses related to such claims or damages.

Privacy: Please refer to the Privacy Policy and Cookie Policy for Participants which will also govern their use of Website and/or Services.

Common Provisions

1. Disclaimer of Warranty

The Services are provided by 200M "as is," with no warranties of any kind, whether express or implied. This means:

- 200M doesn't guarantee that the Website or Services will meet your needs or be uninterrupted, timely, secure, or error-free.
- We don't promise that the results from using the Website or Services will be effective, accurate, or reliable.
- We don't guarantee that the quality of the Website or Services will meet your expectations.
- We don't promise to fix any errors or defects.

No advice or information from 200M, whether verbal or written, will create any additional warranties beyond those stated. 200M isn't liable for any interruptions or delays in accessing the Website, regardless of the cause.

2. General:

- This Agreement is governed by the laws of India, regardless of any conflict of laws principles. Any disputes or claims related to the Website, its terms, or any transactions must be resolved in the courts of Mumbai. By using the Website, you agree to submit to the jurisdiction of these courts.



- If 200M fails to enforce any part of this Agreement or delays in exercising its rights, it doesn't mean we're giving up those rights. Similarly, using any right partially or once doesn't prevent us from using it fully or again in the future.
- If any part of this Agreement is found to be unenforceable, it doesn't affect the validity or enforceability of the other parts. Each provision is separate and will remain in effect even if one or more provisions are invalid.
- Given the global nature of the Internet, Users and Participants must follow all local rules about online behaviour and acceptable content. This includes adhering to laws related to the transmission of technical data from India or their own country.

3. Force Majeure

200M isn't responsible for any delays or failures in performing this Agreement if they're due to a Force Majeure event. A "Force Majeure Event" includes situations beyond our control, such as sabotage, fire, floods, natural disasters, civil unrest, strikes, riots, war, government actions, computer hacking, data breaches, and similar issues.

4. Changes to This Terms and Conditions

We may update our Terms and Conditions from time to time. Thus, Users and Participants are advised to review this page periodically for any changes. We will notify Users and Participants of any changes by posting the new Terms and Conditions on this page.

