

TERMS AND CONDITIONS

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Your Use of the Website

This website is for your personal and non-commercial use. As a condition to your use of the website, you warrant to The Ashoka Tree that you will not use the website for any purpose that is unlawful or prohibited by these General Terms and Conditions.

Privacy Policy

You explicitly consent to the collection, hosting, use, disclosure and other processing or handling of information as described in the Ashoka Tree's Privacy Policy, as such, The Ashoka Tree may amend the policy in its sole discretion from time to time.

Accuracy, Completeness and Timeliness of Information on the Website

We strive to provide accurate information on our website. We are not responsible, however, if information we make available on this website is not accurate, complete or current. The materials provided on this website are for general information only and should not be relied upon or used as the basis for making any decisions without consulting primary or more accurate, more complete or timelier sources of information. Any reliance on the materials on this website will be at your own risk. This website may contain certain historical information. Historical information provided is not current and for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on the website. You agree that it is your responsibility to monitor changes to the website.

Use of Materials from the Website

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The Ashoka Tree
Tel: 91-9446915587
info@theashokatree.org
Materials You Submit

The website may contain features and functionality permitting you to publish, upload, post, display or otherwise submit (collectively, "Publish") certain information, comments and other content that may be viewed by us, the general public and other users of the website. You are responsible for any information, comments or other content Published by you or any person using your computer. You agree to NOT publish any information, comments or other data that is or may reasonably be considered as libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing or misappropriating of intellectual property rights, abusive, illegal or otherwise objectionable, or which may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law, or consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam." You may not use a false email address, impersonate any person or entity or otherwise mislead as to the origin of information, comments or other content Published by you. We reserve the right (but not the obligation) to remove or edit such content, but do not regularly review posted content provided.

You may not use the website in any manner that could damage, disable, overburden or impair any The Ashoka Tree server (including the servers of any The Ashoka Tree's third-party provider), the network(s) connected to any The Ashoka Tree server (including the servers of any The Ashoka Tree's third-party provider), or interfere with any other party's use of all or any portion of the website. You may not attempt to gain unauthorised access to any restricted web pages or any web pages requiring registration in order to view, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the website by The Ashoka Tree. Any access or use of web pages requiring registration are subject to your registration on the site and governed by the Restricted Sites Terms and Conditions.

If you do publish information, comments or other content on or to the website, and unless we indicate otherwise, you grant us a nonexclusive, royalty-free, perpetual, and irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content throughout the world in any media. You represent and warrant that you own or otherwise control all of the rights to the content that you post:

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- that use of the content you supply does not violate these General Terms and Conditions,
- where applicable, the Restricted Sites Terms and Conditions and will not cause injury to any person or entity; and
- that you will indemnify us, our affiliates and our respective directors, officers, employees, representatives and agents for all claims arising from content you Publish, that is Published from your computer or that is Published using your user name and password, if any.

We take no responsibility and assume no liability for any content Published by you, from your computer or using your user name and password, if any.

Disclaimers

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Limitation of Liability

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT NO MEMBER OF THE ASHOKA TREE (AS DEFINED BELOW) SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES RELATING TO OR RESULTING FROM:

- (I) YOUR USE OR INABILITY TO USE THIS WEBSITE OR ANY OTHER WEBSITE YOU ACCESS THROUGH A LINK FROM THIS SITE,
- (II) FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF ELECTRONIC MAIL MESSAGES YOU SEND US;
- (III) THE PUBLISHING OF ANY INFORMATION, COMMENTS OR OTHER INFORMATION ON OR TO THE WEBSITE BY YOU OR ANY PERSON USING YOUR COMPUTER; OR
- (IV) THE USE BY ANY THIRD PARTY OF YOUR USER NAME OR PASSWORD. THESE INCLUDE DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, YOUR LOSS OF PROFITS, LOSS OF DATA, UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES.

THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES CLAIMED ARE UNDER THE TERMS OF A CONTRACT, OF NEGLIGENCE, OR OTHERWISE ARISE OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS OR MATERIALS AVAILABLE FROM THIS WEBSITE. EVEN IF OUR REPRESENTATIVES OR WE HAVE BEEN NEGLIGENT OR BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS,

OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You will indemnify and hold harmless The Ashoka Tree, its affiliates and their respective current, future or former officers, directors, partners, employees, agents, contractors, licensors, suppliers and their successors or assigns (collectively, the "The Ashoka Tree"), on demand, from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees) incurred by any of the members of The Ashoka Tree. If directed by The Ashoka Tree, you shall defend The Ashoka Tree against:

- (i) all claims that any information, data or other materials provided or Published by you in connection with the website or these General Terms and Conditions, or use thereof by any member of The Ashoka Tree, infringes, misappropriates or otherwise violates any patent, trademark, copyright, trade secret or other intellectual property, proprietary or privacy right of a third party, or that violates any law, rule or regulation;
- (ii) all claims arising from fraud, intentional misconduct, criminal acts or gross negligence by you; and
- (iii) All claims otherwise arising due to a failure by you to comply with any term or condition of these General Terms and Conditions.

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Linking

The Ashoka Tree permits linking to content on our website. Linking should not suggest that The Ashoka Tree promotes or encourages any third party's causes, ideas, websites, products or services. Linking should not use The Ashoka Tree's content for inappropriate commercial purposes or in any way that is unlawful or harmful to any other person or entity. The Ashoka Tree reserves the right to withdraw permission for any link.

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Termination of Privileges

The Ashoka Tree reserves the right to suspend or terminate your privilege of using all or any portion of this website, including all of your privileges or accounts that you may have established in connection with the website, at any time and without notice to you if, in The Ashoka Tree's sole judgement. This includes your breach of any of these General Terms and Conditions, the Restricted Sites Terms and Conditions, The Ashoka Tree Privacy Policy or for any other lawful reason. Notwithstanding the termination of your various privileges, the following paragraphs shall survive such termination: Accuracy, Completeness and Timeliness of Information on the Website, Use of Materials from the Website, Materials You Submit, Disclaimers, Limitation of Liability, Indemnification, Copyright, Trademarks, Termination Privileges, Jurisdiction and Miscellaneous.

Changes to These General Terms and Conditions

The Ashoka Tree reserves the right to make changes to these General Terms and Conditions at any time by posting revised General Terms and Conditions on the website. It is your responsibility to check periodically for any changes we may make to these General Terms and Conditions. Please click on the "Terms and Conditions" hypertext link located at the bottom of our Web pages to review the most current version. By continuing to use the website, you are agreeing to all changes made by The Ashoka Tree.

Jurisdiction

This website is controlled and operated by The Ashoka Tree from its Central office in Ernakulam, Kerala State, India. The laws of Kerala State govern these General Terms and Conditions and your use of the website. We recognize that it is possible for you to obtain access to this website from any jurisdiction in the world, but we have no practical ability to prevent such access. This website has been designed to comply with the laws of Kerala and all other States and Union Territories of India. Those who choose to access the website from other locations do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable. If any material on this website, or your use of the website, is contrary to the laws of the place where you are when you access it, then the website is not intended for you and we ask you not to use the website. You may not use or export materials on this website in violation of Indian laws and regulations.

If a dispute arises under these General Terms and conditions between you and The Ashoka Tree, such dispute shall be resolved in (i) Kerala, India; and (ii) at the filing party's election either in a small claims court or by final and binding arbitration administered by the National Arbitration Forum/Tribunal under their rules for consumer arbitrations. All disputes in arbitration will be handled solely between the named parties and not on any representative or class basis. ACCORDINGLY, YOU ACKNOWLEDGE THAT YOU MAY NOT HAVE ACCESS TO A COURT (OTHER THAN A SMALL CLAIMS COURT) OR JURY. Notwithstanding any other provision of these General Terms and Conditions, The Ashoka Tree may resort to court action for injunctive relief at any time if, in its good faith belief, the dispute resolution procedures described above would permit or cause irreparable injury to The Ashoka Tree or any third party

claiming against a The Ashoka Tree, due to delay arising out of such dispute resolution procedures.

Miscellaneous

If any provision of this agreement is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place. These General Terms and Conditions constitute the entire agreement and understanding between you and The Ashoka Tree, with respect to use of the website, superseding all prior or contemporaneous communications, except the use of any Restricted Sites that are governed by the Restricted Sites Terms and Conditions. A printed version of these General Terms and Conditions shall be admissible in judicial or administrative proceedings based on or relating to use of the website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

How to Contact Us

If you have any questions or comments about these General Terms and Conditions or this website, please Contact Us or write to us at:

Email id: info@theashokatree.org. Call us on Tel: 91-9446915587

RESTRICTED SITES TERMS AND CONDITIONS

By clicking the "I Agree" button that follows these terms and conditions ("Restricted Sites Terms and Conditions") or otherwise accessing or using the portions of The Ashoka Tree website designated for registered users (the "Restricted Sites"), you ("User") agree as follows:

REGISTRATION; TRANSACTIONS; TERM OF REGISTRATION

Transactions

1. **Method of Payment.** In order to complete a Transaction, user may need to provide a method of payment ("Payment Account") as specified during the registration process. User may execute a single Transaction at a time or execute multiple Transactions on a recurring basis (e.g., monthly, quarterly, annually, etc.), depending upon the options selected during the Transaction process. You authorise The Ashoka Tree to charge your Payment Account at the frequency and in the amounts designated by you during the Transaction process. All fees will be billed via the method of payment you designate during the Transaction process. Once submitted, amounts paid are generally non-refundable. However, in the event your donation was not intended for The Ashoka Tree, you may request a refund. The Ashoka Tree may periodically need to increase the donation amount and in such cases, The Ashoka Tree will announce the increase before making any additional deductions. You will always have the option to decline an increase.
2. **Donations.** User acknowledges and agrees that The Ashoka Tree did not provide any goods or services to User personally in consideration for any donations made by User as part of a Transaction. The Ashoka Tree will apply User's donations in accordance with its internal policies and procedures.

Digital Communications

1. **Intellectual Property Licence.** User owns all of the content and information posted by User on website. For content and information covered by intellectual property rights ("IP Content"), User specifically grants The Ashoka Tree a perpetual, non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide licence to use any IP Content posted, uploaded or otherwise stored through User's use of the features on website.

2. **Notices.** All notices from The Ashoka Tree intended for receipt by User shall be deemed delivered and effective when sent to the email address provided by User during the registration process or when posted to and made available to User on The Ashoka Tree website (www.theashokatree.org) (in either case, "Notice"). If User changes the email address he or she provided in connection with his or her registration to access and use the Restricted Sites, User must update his or her email address in accordance with the procedures set forth on The Ashoka Tree website www.theashokatree.org).

MODIFICATIONS TO THE RESTRICTED SITES / TERMS AND CONDITIONS

Modifications to the Restricted Sites / Terms and Conditions

User acknowledges and agrees that The Ashoka Tree may, in its sole discretion, modify the Restricted Sites and these Restricted Sites Terms and Conditions (including any instructions, policies or guidelines referenced herein) at any time and in any manner. All such modifications shall be binding upon the User when made. User may not amend or modify the Restricted Sites or these Restricted Sites Terms and Conditions under any circumstances.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Representations, Covenants and Warranties of User

User represents, covenants and warrants to The Ashoka Tree that:

- (i) these Restricted Sites Terms and Conditions have been executed and delivered by User and constitute a valid and binding agreement of User, enforceable against User in accordance with their terms;
- (ii) User will not access or use the Restricted Sites except as expressly permitted by these Restricted Sites Terms and Conditions and any additional instructions, guidelines or policies issued by The Ashoka Tree, including those posted on The Ashoka Tree website (www.theashokatree.org);
- (iii) User will access and use the Restricted Sites in full compliance with applicable Law (as defined in the section title "COMPLIANCE" below);
- (iv) User is at least eighteen (18) years old, or, if younger than eighteen (18) years old, User is of an age sufficient to execute a legally enforceable agreement on his or her own behalf in the applicable jurisdiction;
- (v) all of the information, data and other materials provided by User in support of User's application for registration are accurate and truthful in all respects; and
- (vi) User is the rightful owner of any account opened with his or her name, included but not limited to Payment Accounts, and authorised to commit funds from the relevant accounts to The Ashoka Tree for purposes of conducting Transactions.

Disclaimer

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COMMUNICATIONS OR OTHER MATERIALS RELATED TO THE RESTRICTED SITES, OR THE AVAILABILITY OF ANY OF THE FOREGOING; (2) WHETHER THE INFORMATION AVAILABLE ON THE RESTRICTED SITES IS TRUE, COMPLETE OR ACCURATE; OR (3) THAT TRANSACTION FUNDS WILL BE USED FOR ANY PARTICULAR PURPOSE AND SHALL NOT BE RESPONSIBLE FOR ANY MISUSE OR NON USE OF SUCH FUNDS BY THIRD PARTIES AFTER DONATIONS ARE MADE. FURTHER, THE ASHOKA TREE DOES NOT REPRESENT, COVENANT OR WARRANT THAT ACCESS TO OR SERVICES PROVIDED BY THE RESTRICTED SITES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE. USER ACKNOWLEDGES AND AGREES THAT THERE ARE RISKS INHERENT TO TRANSMITTING INFORMATION OVER AND STORING INFORMATION, INCLUDING DIGITAL COMMUNICATIONS, ON THE INTERNET AND OTHER COMPUTER NETWORKS AND THAT THE ASHOKA TREE IS NOT RESPONSIBLE FOR ANY LOSSES OF USER'S DATA, DIGITAL COMMUNICATIONS, CONFIDENTIALITY OR PRIVACY IN CONNECTION THEREWITH.

COMPLIANCE

Generally

User shall use the Restricted Sites in strict compliance with (1) these Restricted Sites Terms and Conditions; (2) any additional instructions, guidelines or policies issued by The Ashoka Tree, including those posted on the Restricted Sites or on The Ashoka Tree website (www.theashokatree.org); and (3) all applicable laws, rules and regulations (collectively, "Laws").

CONTRACTORS

Use of Contractors

The Ashoka Tree may engage any third party (including The Ashoka Tree's affiliates) to perform, or support the performance of, all or any portion of the Restricted Sites.

INTELLECTUAL PROPERTY RIGHTS; RESTRICTIONS ON USE

Ownership of the Restricted Sites and Related Data

As between The Ashoka Tree and User (collectively, "Parties"), The Ashoka Tree owns and will retain ownership of all rights, title and interest in and to the Restricted Sites, including:

- (i) all content on the Restricted Sites developed by The Ashoka Tree or its third-party licensors, including any derivative works of the Restricted Sites and any such content;
- (ii) any data presented on or by the Restricted Sites or otherwise uploaded, posted, or stored by The Ashoka Tree and its third-party providers, except for personal information that User submits to The Ashoka Tree through the Restricted Sites and except as noted in the section titled "DIGITAL CORRESPONDENCE"; and
- (iii) Any intellectual property or other proprietary rights comprising any of the foregoing (collectively, "The Ashoka Tree IP"). Neither these Restricted Sites Terms and Conditions nor any disclosure made hereunder grant any licence to User under any The Ashoka Tree IP.

Use of the Restricted Sites

User may use the Restricted Sites, including any data presented on or by the Restricted Sites for User, otherwise hosted, or stored by The Ashoka Tree for User, only on its own behalf and for lawful and appropriate purposes. User shall not use the Restricted Sites or any of the data presented on or by the Restricted Sites or otherwise hosted or stored by The Ashoka Tree for any commercial or other purpose other than as expressly permitted herein. User will immediately notify The Ashoka Tree upon any suspected unauthorised use of the Restricted

Sites, whether by User or a third party, or any suspected loss of or suspected unauthorised access to passwords or other login information used by user to access the Restricted Sites ("Login Credentials"). User shall be solely responsible for maintaining the confidence and security of any Login Credentials and The Ashoka Tree shall bear no liability or other responsibility associated therewith.

SUSPENSION; TERMINATION

Suspension

The Ashoka Tree may suspend or limit User's access to the Restricted Sites if The Ashoka Tree, in its sole discretion, suspects that User is in violation of, or reasonably likely to be in violation of, these Restricted Sites Terms and Conditions or any additional instructions, guidelines or policies issued by The Ashoka Tree, including those posted on The Ashoka Tree website (www.theashokatree.org).

Termination by The Ashoka Tree

The Ashoka Tree may terminate User's registration, wholly or in part, as follows:

For Cause. Immediately (1) in order to comply with applicable Law or instructions from any governmental agency or authority; (2) if The Ashoka Tree, in its sole discretion, suspects that User is using the Restricted Sites in a manner not permitted by these Restricted Site Terms and Conditions; or (3) upon any breach of these Restricted Site Terms and Conditions, The Ashoka Tree Website General Terms and Conditions or The Ashoka Tree Privacy Policy by User.

For Convenience. For convenience, upon Notice by The Ashoka Tree to User, which may occur after an unsuccessful login attempt by User.

Effect of Termination/Survival of Selected Provisions

Effect of Termination. Upon the expiration or earlier termination of User's registration, for any reason (i) user will no longer be authorised to access the Restricted Sites or otherwise use any of the features or services offered by the Restricted Sites; (ii) The Ashoka Tree may delete any data associated with User's accounts, including but not limited to, any content in User's Account; and (iii) all rights and obligations of the Parties under these Restricted Sites Terms and Conditions shall expire, except those rights and obligations under those sections specifically designated in the sub-section titled "SURVIVAL" immediately below.

Survival. Notwithstanding the expiration or earlier termination of User's registration to the Restricted Sites, the following sections of the Restricted Sites Terms and Conditions shall survive any such expiration or termination: "DISCLAIMER"; "OWNERSHIP OF THE WEBSITE AND RELATED DATA"; "EFFECT OF TERMINATION/SURVIVAL OF SELECTED PROVISIONS"; "LIABILITY"; "INDEMNITIES"; "DISPUTE RESOLUTION"; AND, "GENERAL".

LIABILITY

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ASHOKA TREE (AS DEFINED IN SECTION TITLED "INDEMNITIES") SHALL NOT BE LIABLE TO USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM USER'S USE OF THE RESTRICTED SITES, OR BASED UPON ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT (INCLUDING THESE RESTRICTED SITES TERMS AND CONDITIONS AND ANY ADDITIONAL INSTRUCTIONS, GUIDELINES OR POLICIES ISSUED BY THE ASHOKA TREE, INCLUDING THOSE POSTED ON THE ASHOKA TREE WEBSITE (WWW.THEASHOKATREE.ORG), NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY (COLLECTIVELY, THE "EXCLUDED DAMAGES"). THE EXCLUDED DAMAGES ALSO INCLUDE, WITHOUT LIMITATION, LOSS OF SAVINGS AND REVENUE; LOSS OF PROFIT; LOSS OF USE; LOSS

OF DATA AND THE CLAIMS OF THIRD PARTIES. IF THE ASHOKA TREE CANNOT LAWFULLY DISCLAIM LIABILITY FOR ANY OF THE FOREGOING DAMAGES, THE ASHOKA TREE'S MAXIMUM LIABILITY TO USER IS LIMITED TO THE AMOUNT OF THE DONATION SUBMITTED BY USER THAT GAVE RISE TO THE UNDERLYING CLAIM, OR, IF NO DONATION WAS PROVIDED, INR 100.00. THESE LIMITATIONS APPLY EVEN IF ANY OTHER REMEDY AVAILABLE TO USER FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO USER.

Remedies

At its option, any member of The Ashoka Tree may seek all remedies available to it under law and in equity, including injunctive relief in the form of specific performance to enforce these Restricted Sites Terms and Conditions, including any additional instructions, guidelines or policies issued by The Ashoka Tree, including those posted on The Ashoka Tree website (www.theashokatree.org), and/or actions for damages.

Claims

No action arising out of, in connection with, or relating to these Restricted Sites Terms and Conditions or the subject of these Restricted Sites Terms and Conditions shall be brought by User more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provision of law which would toll or otherwise affect the running of the period of limitations are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph.

INDEMNITIES

Indemnity by User

User will indemnify and hold harmless The Ashoka Tree, its affiliates and their respective current, future or former officers, directors, partners, employees, agents, contractors, and their successors or assigns (collectively, the "The Ashoka Tree") on demand, from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees) incurred by any of the members of The Ashoka Tree, and, if directed by The Ashoka Tree, shall defend The Ashoka Tree against (1) all claims that any information, data or other materials provided by User in connection with the Restricted Sites (including, but not limited to, User's application for registration to access and use the Restricted Sites) or these Restricted Sites Terms and Conditions, or use thereof by any member of The Ashoka Tree, infringes, misappropriates or otherwise violates any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of a third party, or that violates any Law; (2) all claims arising from fraud, intentional misconduct, criminal acts or gross negligence by User; and (3) all claims otherwise arising due to a failure by User to comply with any term or condition of these Restricted Sites Terms and Conditions, including any additional instructions, guidelines or policies issued by The Ashoka Tree, including those posted on The Ashoka Tree website (www.theashokatree.org).