

Terms of Use

1. Introduction

When you visit or otherwise use our website, you agree to these terms of use.

We are Shere Khan Youth Protection, a Swiss association, with registered address at Route de Suisse 11, 1297 Founex, Switzerland ("**Shere Khan**", "**we**", "**us**", "**our**" or "**ourselves**"). We operate a website accessible at <www.sherekhanyouthprotection.com> ("**Website**").

These terms of use ("**Terms of Use**") govern the use of our Website by any visitor or other person browsing, accessing or otherwise using our Website ("**you**", "**your**").

We may change the Terms of use at any time without prior notice. The applicable version of the Terms of Use shall be the latest one available on our Website.

By visiting, browsing, accessing or otherwise using our Website, you agree to be bound by these Terms of use. If you do not agree to these Terms of use, or if you do not wish to be bound by them, you are not allowed to and must immediately stop visiting, browsing, accessing or otherwise using our Website. Please read these Terms of Use carefully as they contain important information and affect your rights and obligations towards Shere Khan.

2. Conditions of Use

You are allowed to use our Website, if you are of legal age for data protection purposes, and for other purposes as may be required by the laws of the territory in which you reside. The Website must be used and interacted with in a lawful and authorized manner.

To use our Website, you must be of legal age to use our Website (including using your personal data) or have the consent of your legal representative, as required by the applicable legislation.

You are permitted to use this Website solely for lawful and legitimate purposes, in compliance with any terms applicable on our Website, including but not limited to these Terms of Use and applicable laws. Unauthorized use includes, but is not limited to, actions that:

- attempt to gain unauthorized access to the Website's systems, servers, or data;
- distribute harmful software such as viruses, malware, or any other technology that could harm the Website, its users, or third parties;
- interfere with the normal operation of the Website, including overloading, disrupting, or hacking any part of the Website;
- engage in any activities that violate intellectual property rights, privacy rights, or other legal rights of Shere Khan or any third parties; and/or
- use the Website for fraudulent, abusive, unethical, immoral or deceptive purposes (such as for phishing, false representation, scams, misleading information, counterfeiting or deceptive advertising purposes).

Any misuse of this Website may result in the termination of your access and legal action where necessary. We may restrict, suspend or prohibit your use of the Website at anytime at our discretion.

3. External Links

We are not responsible for any external link that may cause you to enter or leave the Website.

Clicking on certain links on the Website may cause you to leave the Website. We do not review any of these linked websites and make no representation, either express or implicit, as to the quality, relevance, accuracy, completeness, up-to-date status, availability or legality of the content of these websites. We are not responsible in any way for the products, services, information and other content offered via these linked websites. The same applies to websites that contain a link to the Website.

4. Donations

Donations made through this Website are voluntary, and by submitting a donation, you authorize Shere Khan to charge the specified amount to your selected payment method. All donation transactions are processed securely through trusted payment providers.

Donations are non-refundable, except where required by applicable law or where there has been an error in processing. By making a donation, you acknowledge and agree that any funds donated are intended for the charitable purposes of Shere Khan as specified on the Website, and that these funds will be used for the stated purposes in accordance with our mission.

Shere Khan reserves the right, at its sole discretion, to decline or not accept any donation for any reason, including, but not limited to, concerns about the legality, ethical considerations, or the source of the funds. If a donation is not accepted, Shere Khan will make reasonable efforts to notify the donor and, if applicable, refund the donation amount, subject in any event to any costs triggered thereby.

For information on how your personal data is handled during the donation process, please refer to our Privacy Policy available [here](#). If you have any questions regarding your donation, please contact us at info@sherekhan.org.

5. Limitation of Liability

These are the limits of our legal liability.

When operating the Website, Shere Khan shall apply ordinary diligence. We will only be liable to you for direct losses caused by fraudulent, intentional or grossly negligent breaches by our organs of our obligations under these Terms of Use.

Shere Khan will, in particular, not be liable for:

- (a) Damages arising from the access to and use, or any hindrance to the access and use, of the Website;
- (b) Damages resulting from our lawful actions under applicable law and/or these Terms of Use;
- (c) Damages caused in the event of extraordinary circumstances beyond our reasonable control, which we may determine at our reasonable discretion, and affecting all or part of our operations and/or obligations hereunder, including "acts of God" and cases of force majeure.

Shere Khan will under no circumstances be liable for indirect or consequential damages, special, incidental or punitive damages, damages related to third-party interactions, lost profits, loss of data

or loss of use. Shere Khan will not bear any liability for damages caused by your failure to mitigate any damages, in particular by failing to take immediate measures to prevent potential damages or to reduce existing or foreseeable damages.

6. Indemnification

You are responsible for the compliance with these Terms of Use and applicable law.

You hereby agree to hold harmless, release, and indemnify us, our affiliates, officers and employees, against and from any damages, costs, and any commitments that they may sustain or incur as a result of or in relation to (i) any breach by you of these Terms of Use, (ii) any breach by you of the applicable law, and/or (iii) any incorrect, incomplete and/or misleading information provided by you; in all cases even in the absence of any fault, negligence or wrongdoing attributable to you.

The indemnification under this section will be in addition to any other right, indemnity, claim or remedy which may be available to us under the Terms of Use or applicable law.

7. Personal Data

You understand that we collect and process some of your data when you visit the Website.

When you visit the Website, we collect and process some of your data.

You can check our Privacy Policy to have further details about the way we process your personal data by clicking [here](#). Our Privacy Policy may be updated from time to time.

8. Intellectual Property

You understand the following notice regarding our intellectual property rights.

All content, materials, and elements available on this Website, including but not limited to text, images, graphics, logos, designs, audio, video, software, names and domain names and trademarks, are the exclusive property of Shere Khan or its licensors, and are protected by applicable intellectual property laws.

You may access, view, and print materials from the Website solely for personal, non-commercial use, provided you do not modify, copy, distribute, or exploit any content without prior written permission from Shere Khan.

You are not permitted to:

- reproduce, distribute, publicly display, or commercially exploit any content without authorization;
- remove, obscure, or alter copyright notices, trademarks, names, domain names or other proprietary notices;
- use the intellectual property of Shere Khan in any way that implies endorsement, partnership, or affiliation without prior consent.

Nothing in these Terms of Use transfers ownership of intellectual property to you. All rights not expressly granted are reserved by Shere Khan and its licensors.

Any third-party trademarks, logos, or content featured on this Website remain the property of their respective owners. Use of such third-party materials is subject to their terms and conditions.

Unauthorized use of intellectual property may result in legal action and termination of access to this Website.

9. Miscellaneous

Breach of these Terms. We reserve the right, at our entire discretion and without incurring any form of liability or financial penalty, to terminate your access to the Website in case of breach of applicable laws or of these Terms of Use on your part.

Severability. Should any provision of these Terms of Use or any part thereof be illegal, invalid or unenforceable in any manner whatsoever, this will not affect the legality, validity or enforceability of the remaining provisions of these Terms of Use and any part thereof, and such illegal, invalid or unenforceable provision shall be replaced by a legal, valid and enforceable alternative that comes as close as possible to the purpose of the affected provision. If a provision of these Terms of Use or any part thereof becomes illegal, invalid or unenforceable because of a law or regulation enacted or adopted hereafter, the affected provision will be deemed modified or superseded, as the case may be, by the applicable provisions of such law or regulation.

Assignment. You may not assign any of your rights and obligations under these Terms of Use (or any part thereof) without our prior written consent.

No waiver. Should we fail to enforce or exercise or experience a delay in enforcing or exercising any of our rights under these Terms of Use, such failure will not be construed as constituting a waiver of such rights, nor will it compromise any enforcement or exercise of such rights, whether now or in the future.

Applicable law. These Terms of Use, and any disputes or claims arising out of or in connection with them or their subject matter or formation (including but not limited to non-contractual disputes or claims), are governed by and construed in accordance with Swiss substantive law, excluding its conflict or laws rules and the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

Jurisdiction. All disputes arising out of or in connection with these Terms of Use, including but not limited to disputes on its conclusion, interpretation, performance, binding effect, amendment and termination, shall be referred to the ordinary courts competent at the registered office of Shere Khan in canton of Vaud, Switzerland.

10. How to Contact us

For general inquiries, you may contact us at info@sherekhan.org.