

Terms & Conditions

These Terms & Conditions is effective from 13th August 2023 as amended from time to time

These Terms and Conditions, along with privacy policy or other terms (“Terms”) constitute a binding agreement by and between LEO BARNES UNION OF SEAFARERS OF INDIA, (“LUSI” or “Website Owner” or “we” or “us” or “our”) and you (“you” or “your”) and relate to your use of our website, goods (as applicable) or services (as applicable) (collectively, “Services”).

Leo Barnes Union of Seafarers of India ("LUSI") with its Headquarters in Chennai, Tamil Nadu is committed to protecting your privacy and accelerating online facilitation of quicker and reliable communication to the applicants / seafarers /users who are visit to submit new member joining application, grievances , obtain seafarers related information and service related usage as well as pay membership subscription and other subscription online for being member of LUSI and avail all Services related supports and other assistance from the LUSI including using third party innovative online solutions towards LUSI’s objective – Empowering Job Security, Seafarers Rights and Welfare.

This Terms & Conditions applies to those persons (“Seafarers” or “Members of LUSI” or “Administrators of LUSI” or “Shipping Companies” or “Govt Authorities” “Other Trade Unions” or “Seafarers Associations / International Organisation” or “Seafarers Welfare Bodies / Trusts” or “Academic Institutions / Bodies, Sons & Wards of Seafarers, Dependents of Seafarers etc.,) visiting Leo Barnes Union of Seafarers of India website viz www.mylusi.org to have access of the Website. The services offered by the website is meant only for the relevant users / applicants / members both current and past as well as shipping companies both Indian and Foreign concerned with seafarers for browsing, entering relevant data and transacting various relevant interfaces of the Website. Any person other than an applicant / members / user or shipping companies / institutions / bodies/ associations as stated above is specifically prohibited to use or attempt to use the service or this website. NO PERSON SHOULD USE OR ATTEMPT TO USE THE WEBSITE OR SERVICE KNOWINGLY THAT THE DETAILS ENTERED AND / OR THE DETAILS DISPLAYED ON THE SAID SCREEN DONOT BELONG TO HIM/HER, THEN SUCH PERSON IS PROHIBITED TO CONFIRM THE DETAILS TO PROCEED FURTHER AND DOING SO WOULD AMOUNT TO VIOLATION OF THE TERMS OF USE AND LIABLE FOR APPROPRIATE LEGAL ACTION EITHER CIVIL OR CRIMINAL OR BOTH AS THE CASE MAY BE.

By using our website and availing the Services, you agree that you have read and accepted these Terms(including the Privacy Policy). We reserve the right to modify these Terms at any time and without assigning any reason. It is your responsibility to periodically review these Terms to stay informed of updates.

The use of this website or availing of our Services is subject to the following terms of use:

- To access and use the Services, you agree to provide true, accurate and complete information to us during and after registration, and you shall be responsible for all acts done through the use of your registered account.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials offered on this website or through the Services, for any specific purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of our Services and the website is solely at your own risk and discretion. You are required to independently assess and ensure that the Services meet your requirements.
- The contents of the Website and the Services are proprietary to Us and you will not have any authority to claim any intellectual property rights, title, or interest in its contents.
- You acknowledge that unauthorized use of the Website or the Services may lead to action against you as per these Terms or applicable laws.
- You agree to pay us the charges associated with availing the Services.
- You agree not to use the website and/ or Services for any purpose that is unlawful, illegal or forbidden by these Terms, or Indian or local laws that might apply to you.
- You agree and acknowledge that website and the Services may contain links to other third-party websites. On accessing these links, you will be governed by the terms of use, privacy policy and such other policies of such third-party websites.
- You understand that upon initiating a transaction for availing the Services you are entering into a legally binding and enforceable contract with us for the Services.
- You shall be entitled to claim a refund of the payment made by you in case we are not able to provide the Service. The timelines for such return and refund will be according to the specific Service you have availed or within the time period provided in our policies (as applicable). In case you do not raise a refund claim within the stipulated time, then this would make you ineligible for a refund.
- Notwithstanding anything contained in these Terms, the parties shall not be liable for any failure to perform an obligation under these Terms if performance is prevented or delayed by a force majeure event.
- These Terms and any dispute or claim relating to it, or its enforceability, shall be governed by and construed in accordance with the laws of India.
- Once you confirm and proceed to make the payment, you will be directed to a third party served secured socket layer web page of the Payment Gateway or Online Payment

Collection and Settlement service provider to do the payment transaction of the required subscription or fee and convenience charge.

- By choosing any one of the modes of payment options, namely by credit card or by debit card or through net banking or UPI as the case may be, you can complete your payment. For security reasons some of the other mode of payment may be disabled by default unless otherwise the website offers the same as a method of payment solely in the opinion of the web administrator.
- Depending upon the choice of the mode of payment the convenience charge may vary. While transacting the payment, you are required to provide only the credit / debit card or net banking or UPI details that are genuine.
- All disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts in CHENNAI, Tamil Nadu.
- All concerns or communications relating to these Terms must be communicated to us using the contact information provided on this website.