



## TERMS AND CONDITIONS FOR PLATFORM

### 1. GENERAL

Thank you for visiting our website.

#### 1.1 Who owns the Platform?

The domain name <https://www.give.do> and the website platform hosted thereupon with its constituents (**Platform**) is owned by SaathiRe Social Impact Solutions Private Limited, an Indian company with its registered office and place of business at 2nd Floor, Rigel, No. 15,16,17,18 & 19, near APJ Abdul Kalam Enclave, Doddanekundi, Bangalore- 560037, Karnataka, India (**SaathiRe**).

#### 1.2 Who is responsible for operating and using the Platform?

SaathiRe operates, uses and maintains the Platform, and has authorized and granted rights of access and use of the Platform to its affiliates for their business operations, namely, **(i)** GiveIndia Inc., a USA incorporated company with principal place of business at 1227 Willowdale Lane, Irving, Texas 75063, and registered office at 651 N, Broad Street, Suite 206, Middletown, New Castle, Delaware 19709; and **(ii)** Give Foundation Inc., a non-profit corporation registered under Section 501(c)(3) of the Internal Revenue Code, 1986, with its registered office at 11040 Bollinger Canyon Road, Suite E-958, San Ramon, California 94582 (collectively referred to as **Affiliates**).

#### 1.3 Why these Terms & Conditions and its effect?

- THESE TERMS AND CONDITIONS ALONG WITH ANY POLICY OR OTHER DOCUMENT REFERRED HEREIN GOVERN THE MANNER IN WHICH A PERSON CAN ACCESS OR USE THE PLATFORM (**T&Cs**).
- FOR ACCESSING OR USING THE PLATFORM, YOU ARE REQUIRED TO PERUSE AND UNDERSTAND THESE T&Cs AND SIGNIFY YOUR CONSENT.
- **IF YOU DO NOT WISH TO CONSENT, YOU SHOULD NOT ACCESS OR USE THE PLATFORM IN ANY MANNER.**
- FURTHER, WE MAY MAKE CERTAIN ADDITIONAL TERMS APPLICABLE FOR DONATIONS IN CURRENCIES OTHER THAN IN INDIAN RUPEES AS WELL AS FOR DIFFERENT OFFERINGS ENABLED ON THE PLATFORM FROM TIME TO TIME AND WE MAY REQUIRE YOUR ACCEPTANCE TO SUCH ADDITIONAL TERMS FOR YOU TO AVAIL THE SPECIFIC OFFERING IN QUESTION.
- ADDITIONALLY, WHERE YOU ARE PRIMARILY ENGAGING WITH THE AFFILIATES FOR ITS OFFERINGS THAT ARE ENABLED ON THE PLATFORM, YOU MAY BE REQUIRED TO ACCEPT ADDITIONAL TERMS AND CONDITIONS AS REQUIRED BY IT.

- IN THE CONTEXT OF THESE T&Cs, **SAATHIRE, GIVE, WE, OUR, US** EXPRESSIONS SHALL UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF, PRIMARILY REFER TO SAATHIRE AND ITS PERMITTED SUCCESSORS AND/OR ASSIGNS, AND WHERE APPLICABLE, THE AFFILIATES.
- UPON YOUR ACCEPTANCE OF THESE T&Cs BY PROVIDING CONSENT, AND THE CONTINUED USE OF AND ACCESS TO THE PLATFORM IN ANY MANNER (INCLUDING VISITING THE PLATFORM OR REGISTERING TO CREATE AN ACCOUNT) OR PROVIDING ANY INFORMATION ON THE PLATFORM, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THESE T&Cs, ARE VOLITIONALLY SIGNIFYING YOUR CONSENT, AND ARE BOUND BY THESE T&Cs WHICH CONSTITUTE A VALID AND BINDING CONTRACT BETWEEN YOU AND US.
- THESE T&Cs CONSTITUTE AN ELECTRONIC RECORD UNDER THE INFORMATION TECHNOLOGY ACT, 2000 (**IT Act**), ARE GENERATED BY A COMPUTER SYSTEM, AND DO NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES FOR ITS BINDING EFFECT.

## 2. DETAILS

- **User or You** in these T&Cs means and includes **(i)** Donors (*as defined below*), or **(ii)** Campaigners (*as defined below*), or **(iii)** Recipients (*as defined below*), or **(iv)** body corporate who avail corporate social responsibility related services through the Platform, or **(v)** those who are browsing the Platform as visitors.
- These T&Cs govern the User's access and use of the Platform and availing the Services (*as defined subsequently*) enabled thereon.
- You agree and acknowledge that we retain an unconditional right to modify or amend the T&Cs or to replace wholly or in part these T&Cs, and you can determine when these T&Cs were last modified by referring to the "Last Updated" legend above. You can access the latest version of the T&Cs on the Platform, and your continued use of and access to the Platform after such revisions shall signify your consent to such amendments and modifications. In the event that the modified T&Cs are unacceptable to you, you should discontinue using and accessing the Platform. Upon your request in writing, we may also make these T&Cs and its constituent policies, information, and other documents available to you in one of the languages specified in the Eighth Schedule of the Constitution of India. You may send such request or require any additional information about the Platform and its offerings by contacting our Grievance Officer on the contact details provided here : [Grievance Redressal](#)
- When you request for the T&Cs or its constituents in any other language, we will use best efforts to honour your request within seven (7) working days. Please note that in case of any discrepancy between the English version of these T&Cs and version provided in the language of your choice, the English version shall prevail.
- You may print a copy of these T&Cs or save them to your computer for your future reference.
- Other Applicable Conditions: Our [Privacy Statement](#) which sets out the terms on which we process any personal data/information we collect from you, or that you provide to us, and our



[Refund Policy](#) form integral parts of these T&Cs. Your acceptance to these T&Cs as indicated earlier will signify your consent to the Privacy Statement and the Refund Policy.

### **3. PLATFORM SERVICES, COLLECTION AND DISBURSEMENT MODUS**

- Apart from enabling access and use of the Platform, we provide information technology enabled services that facilitates **(i)** different online giving and philanthropic programs and activities, and assists Users including natural and legal persons to run campaigns or fundraising events (**Campaigners**) for the purpose of raising money as Donations (*as defined below*) from the Donors (*as defined below*) disbursed to the recipients who are registered not-for-profit organizations undertaking charitable activities (**NPOs** or **Recipients**) for utilization and furthering of their charitable and social impact activities; commonly known as “give.do”; **(ii)** corporate social responsibility project, grant management and related services including monitoring and evaluation services, extended team services and impact assessment services for various organizations and companies, commonly known as “Give Grants” and “Light by Give Grants” and shall include any other future offering of similar nature by whatever name called; and **(iii)** searching and contacting NPOs and corporate grant makers, commonly known as “Give Discover” (*as described subsequently*). These services and any other service that is enabled on the Platform shall be referred to as **Services** in these T&Cs.

#### **Campaigns and Donations under “give.do”**

- The Campaigners raise funds by asking individual and corporate donors in India and abroad (**Donors**) to donate money to programs, projects, and listed purposes which are disbursed to the Recipient after requisite deductions as per these T&Cs (**Donations**). Please note that “give.do” does not enable donations that are governed under Section 135 of the Companies Act, 2013 read with its Schedule VII and Companies (CSR) Policy Rules, 2014, generally referred to as corporate social responsibility grants.
- The Platform lists and hosts Users and acts as an online intermediary that enables the Campaigners to connect with Donors to make and receive Donations. The Platform shall not be held accountable or liable for any action or inaction by the Campaigner, Donor, and/or Recipient including any misrepresentation or non-compliance with applicable laws.
- We are not a payment aggregator, a payment gateway, brokers, agents, financial institutions, creditors, or insurers for any campaign or Donations on this Platform.
- We are only enabling and providing the Platform for “give.do” services as captured in these T&Cs, and except fees or tips paid to us (*as detailed below*), all transactions whether gratuitous or otherwise shall always be between the Campaigner, Recipient, and Donor.
- **Collection and Disbursement:** The collection and disbursement of Donations for the campaigns on the Platform shall be done in the following manner, subject to deduction of payment gateway fees, service charges, and/or tips as per these T&Cs and any other additional terms that may be agreed upon for specific offerings:
  - **INR Donations:** INR Donations made on the Platform in India shall be collected by SaathiRe. Such Donations shall thereafter be disbursed to the Recipient.

- *Foreign currency Donation:* All other Donations except INR Donations raised in India, shall be collected by either of the Affiliates. Such Affiliate shall then disburse such foreign currency Donations either to **(i)** a NPO validly registered under the Foreign Contribution (Regulation) Act, 2010 (**FCRA**); **(ii)** an organization recognized under Section 501(c)(3) of USA's Internal Revenue Code; or **(iii)** other foreign charitable or social impact organizations who are eligible to receive such foreign currency Donations under applicable laws, in accordance with the campaign's description and terms, and as directed by the Recipient. We will endeavour to make due disclosures in this regard at the appropriate time for the concerned campaign.
- The Platform relies on the self-declaration provided by Donors regarding their nationality and/or country of residence. The Donor represents and confirms that it has provided accurate information in such self-declaration and shall be solely liable and responsible for any consequences arising therefrom including any claims that may be raised against Give and its Affiliates with respect to any misrepresentation made by the Donor. Further, the Donor and the Recipient are jointly and severally responsible to ensure compliance with applicable laws that may limit their ability to provide and receive Donations and they undertake and represent that they have independently evaluated their eligibility to make and receive Donations in a particular currency as per applicable laws.
- Charges/fees/tips for campaigns and Donations:
  - Unless provided otherwise in any additional terms or agreement or contract, before disbursing the Donations to the Recipient(s), Give shall deduct the following, inclusive of applicable goods and services tax (**GST**):
    - (i)** up to 3% for payment processing fees; and
    - (ii)** tips that Donors voluntarily provide to the account of Give; kindly note that Donors have the option of providing tips while making their Donations, which shall be retained entirely by Give and Give shall provide an acknowledgement receipt to this effect to the Donor.
  - Additionally, where a Campaigner/Recipient avails any managed campaign services from Give undertaken through the Platform, such as any content, marketing, promotional, or other campaign-management support, Give shall:
    - (i)** deduct up to 9% as the Platform's fee, inclusive of the applicable GST, before disbursing the Donations (which is in addition to the payment processing fees mentioned hereinabove); and
    - (ii)** charge such other amount as agreed with Give which shall be invoiced to and payable by the Campaigner/Recipient separately and shall not be deducted from the Donations.
  - For the payment processing and, where applicable, the Platform's fee, as mentioned hereinabove, Give shall raise a consolidated invoice to the concerned NPO every month. Such invoice shall be sent to the NPO's registered email ID within thirty (30) days from the end of the relevant month.
  - Any change to the abovementioned fees will be notified by us.

- We may at our sole discretion, introduce new Services and modify some or all of the existing Services offered on the Platform. In such an event, SaathiRe reserves the right to introduce fees for the new Services or amend fees for existing Services, as the case may be.
- Give and/or any other collaborating entity shall not be responsible or assume liability in respect of any loss or damage directly or indirectly arising to you while availing any payment methods, including any due to lack of authorization for any transactions, payment issued, pre-set limits with banks, declined transaction, etc.
- While third party payment gateway or your bank processes payment transactions, they are privy to and process your personal information, and such processing will be solely their responsibility; and Give shall not be liable for any breach, or harm, or unauthorized use of personal information of any kind by such payment gateway or bank.
- All reasonable steps shall be undertaken to disburse the Donations in a timely fashion. But should there be any delay due to reasons which are out of our reasonable control, Give shall not be liable in any manner.
- Disbursement initiated will be communicated via e-mail, and a disbursement report containing the Donor details will be provided to the Recipient.
- Refund: Donations may be refunded subject to the terms contained in our [Refund Policy](#), and by reference, the Refund Policy forms an integral part of these T&Cs.

**Corporate Social Responsibility related services on the Platform under “Give Grants” and “Light by Give Grants”**

- We also enable companies and organisations to plan, initiate and manage their corporate social responsibility (**CSR**) activities under Schedule VII of the Companies Act, 2013 and related project management services, as well as other institutional grant-making services
- This *inter alia* includes services such as CSR policy formulation, program design, monitoring and evaluation, grant making, identifying and conducting due diligence on potential implementing partners, developing standard operating procedures including evaluation and reporting framework, preparing contracts and agreements between the companies and the implementing partners, program management units, and consulting services.
- Further, we develop key performance indicators and enable the companies or organisations to monitor such indicators through a dashboard enabled on the Platform.
- We also provide advisory support to companies and organisations in their compliance with the CSR rules and regulations.
- In order to avail such services, companies and/or organisations shall enter into separate service arrangements/contracts with us which would further detail the scope of work and related commercials. Notwithstanding anything contained in such separate agreements, the company and/or the organisation shall continue to be governed by the T&Cs of the Platform in relation to their dealings on the Platform to the extent applicable, unless expressly agreed otherwise between the contracting parties.



### **Information about NPOs and corporate grant makers under “Give Discover”**

- We facilitate hosting, storage, and processing of information about NPOs and Donors who are bodies corporate, allowing the User to browse, access information, and connect with NPOs and Donors.
- User understands and acknowledges that the Platform is an intermediary, and where this facility is availed, the Platform will require additional verification including through e-mails and one-time passwords to verify the message originator and apply spam filters. We reserve the right to add further verification and review mechanisms including review of the contents of the messages before transmitting the message to the intended recipient. Once transmitted, we may allow the recipient to reply to the transmitted message. The messaging facility cannot be used for spamming or bulk messaging. Purely promotional or generic marketing messages may be filtered and not transmitted. User can send only limited number of messages using this facility on the Platform and we reserve the right to restrict, revise, or completely cease providing this facility at our discretion. We do not take any responsibility and shall not be liable in any manner if the messages are not transmitted and delivered to the intended recipient for any reason whatsoever, or if there is no action taken up by recipient pursuant to the messages transmitted.
- User understands and acknowledges that insights and contact details of Donors are for informational purposes only and should not be considered as investment, legal, or professional advice, or as a commitment on part of the Donor to make donations or grants. We undertake reasonable due diligence in accordance with applicable laws to verify the accuracy of such information but do not expressly or impliedly provide any assurance or warranty with respect to the accuracy and utility of such information, and Users should conduct independent due diligence before relying or acting upon such information. We shall not be liable to the User for any consequence that arises from the User relying or acting upon such information.
- Certification levels only reflect the due diligence processes undertaken by the NPO and shall not be understood as the Platform’s endorsement for NPO’s activities or impact created.
- Users shall not reproduce, distribute, further transmit, deal with, or commercialise information obtained through “Give Discover” without our express written consent.

#### **4. ELIGIBILITY OF USERS**

- For Individuals: You must be above 18 years of age, and competent to contract in terms of the Indian Contract Act, 1872. By accessing or using the Platform, you hereby agree and represent that you are competent to enter into a contract, or you have obtained parental/legal guardian consent.
- For charitable organisations and other legal persons: If you are registering as a charitable organisation or generally as a legal person, not being a natural person, you represent that you are duly authorized by the organisation to accept these T&Cs and you have the authority to bind the organisation to these T&Cs.

## 5. REGISTRATION AND RELATED CONDITIONS

- You may view and access limited sections on the Platform without registering or logging in, but as a condition for using and accessing all the sections of the Platform, you are required to **(i)** register with us by creating an account with a username and password (**User Account**), or **(ii)** login to the Platform as a guest for making Donations without creating an User Account (**Guest Login**).
- We may conduct onboarding process entailing verification of the User prior to registering on the Platform, and the process can be conducted through third parties as well. Further, the verification process could be undertaken as a recurring process. Discretion of SaathiRe is final on whether the User can access and use the Platform.
- While registering the User Account on the Platform, you may be required to furnish details about you and with respect to your operations including without limitation, business name, GSTIN, PAN, TAN, trade registrations, registration under FCRA, exemptions under the Income-Tax Act, 1961 (**Income-Tax Act**), other permits, certifications, address, phone number, and/or any other information that we may require from you. Users may choose a user identification code, one-time password, password or any other piece of information as part of our security and verification procedures for registration.
- You shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach that may result in suspension or immediate termination of the User Account.
- User must ensure that the User Account/Guest Login credentials and details, as applicable, are at all times kept confidential, and not disclosed to any third party.
- We do not allow multiple Users to use the same username and password. You shall never use another account without the other User's express permission. You will immediately notify us in writing of any unauthorized use of your User Account, or other known account-related security breach.
- You acknowledge and agree that any use of your User Account through your username, password and security information shall be deemed to be your actions which we may rely upon. You are solely responsible for protecting the confidentiality and security of your User Account and its credentials.
- We have the right to disable any user identification code or password or other credential, whether chosen by the User or allocated by us, at any time, and to suspend or terminate the right of the User to access the Platform if, in our reasonable opinion, the User has failed to comply with any of the provisions of these T&Cs. Further, we reserve the right to verify, approve, suspend, or reject any User Account at our discretion, including seeking additional information/documents for the purposes of verification.
- If you know or suspect that anyone other than you is aware of or has used or attempted to use your User Account or its credentials, you must promptly notify us by e-mail at [support@give.do](mailto:support@give.do). We shall not be responsible or liable for any loss that you may incur as a result of someone else using your User Account and its credentials, with or without your knowledge.

- Users are responsible for making all arrangements necessary for accessing our Platform. You must arrange all equipment and software necessary to connect to the Platform, including, but not limited to, a computer (with internet access) that is in working order and suitable for use in connection with the Platform.

## 6. RESTRICTIONS ON DONOR DATA USAGE

- Notwithstanding anything to the contrary contained in these T&Cs or any other agreement or arrangement elsewhere, where any Donor information is provided or otherwise made available to the Campaigner/Recipient by virtue of these T&Cs, the Campaigner, the Recipient, their affiliates and representatives, and engaged third-parties, shall not and shall not attempt to, directly or indirectly, use, contact, or communicate with any Donor through: **(i)** telephonic, cellular, or voice over internet protocol calls; **(ii)** WhatsApp or any other messaging applications; **(iii)** SMS; or **(iv)** any other mode or channel with equivalent functionality, for any purpose including promotion, solicitation, fundraising, marketing, awareness campaigns, and general communications, except where such use, contact, or communication is essential for compliance with applicable laws which is subject to the conditions stipulated hereinafter. This restriction applies irrespective of whether the Platform provides or makes such data technically visible or accessible and survives expiration or termination of the Campaigner's/Recipient's use of the Platform and Services.
- Where use, contact, or communication is required for compliance with applicable laws, the Campaigner/Recipient may do so only to the extent necessary for compliance with applicable laws, and any communication must be through email or using Donor's physical address, and only where they have independently obtained a prior valid, explicit, and verifiable consent from such Donor for such communication under applicable data protection laws.
- Any communication sent by the Campaigner/Recipient through email must: **(i)** include a clear and functional unsubscribe / opt-out mechanism in each email the ease of accessing which should be comparable with how the Campaigner/Recipient seeks to obtain consent from the Donor under applicable data protection laws; and **(ii)** not be inconsistent with the scope and extent of the Donor's consent.
- Under no circumstances shall the Campaigner/Recipient rely on the Donor's consent obtained by Give, except for those purposes which are not explicitly identified in these T&Cs.
- The Campaigner/Recipient shall not, and shall not permit any third party, employees, agents, volunteers, contractors, or service providers to: **(i)** transfer, sell, assign, license, share, disclose, disseminate, or otherwise make the Donor data accessible to any third party, whether for consideration or otherwise; and/or **(ii)** use the Donor data for analytics, profiling, enrichment, lead generation, or any form of derivative creation.
- The Campaigner/Recipient agree and acknowledge that for any personal information provided by Give, each of them shall **(i)** comply with all applicable laws concerning processing of personal information, including but not limited to Information Technology Act, 2000 and the rules made thereunder, and in future, upon implementation, the Digital Personal Data Protection Act, 2023 and the rules made thereunder, pertaining to protection of personal information; **(ii)** put in place efficient, operational and adequate technical and organisational measures, practices, policies and procedures for processing and protection of personal

information as required under applicable laws; **(iii)** process personal information only for such purposes as expressly provided in these T&Cs or other purposes permissible under applicable laws; **(iv)** at all times treat personal information as confidential information, protect the natural person's privacy, and not disclose personal information to any third-party, except **(a)** what is required for performance of obligations under these T&Cs, or **(b)** with consent of the concerned natural person, or **(c)** where disclosure is required under applicable laws, or **(d)** in case of disclosure within the respective organization, shall ensure that access and processing is only on a strict need-to-know basis, and each of the authorized personnel having access to or processing personal information are bound by confidentiality obligations, without any exception; **(iv)** implement technical, organizational, managerial, physical and other measures to prevent accidental, unauthorized or unlawful processing of personal information; and **(v)** delete personal information as mandated by applicable laws.

## 7. USAGE TERMS

### 7.1 **What are the general conditions?** Users are bound by the following general covenants, and you undertake that you:

- Shall provide accurate, true and correct information and description about the fundraiser such as the associated cause, the beneficiaries, target amount to be raised, and other details as required by the Platform; provided information may be verified by us at any stage and we reserve the right to delete your campaign and any information or details about you hosted or published on the Platform, if we learn that the information is false, does not depict the true nature or is misleading in any manner;
- The Platform enables Donations to be made in many different currencies; all currency exchange will be done at the prevailing market rates and subject to applicable laws;
- Shall ensure that all Donations received are used within a reasonable time limit and for the selected purpose; in case of inability to do so, communicate the same to us and the Donor;
- If we have reasonable cause to believe that the Campaigner and/or Recipient has not honoured the intentions of the Donor, without communicating to the Donors and us, we at our sole discretion can direct refund of Donation to the Donor, or withhold any further disbursement of Donation and You shall promptly comply with such directions;
- Must not have abetted or committed any unlawful activity;
- Must bear any and all applicable tax liabilities on the Donations raised; we shall not provide any tax or legal advice to Users;
- In all cases where the Platform has already processed payment of Donation, but the same is subsequently dishonoured at Your end (**Dishonoured Payments**) for reasons not limited to regulatory non-compliance, technical issue, bank's refusal to process due to any reason whatsoever, and the same is brought to Your notice by SaathiRe by sharing the proof of such Dishonoured Payments, You shall make good the Dishonoured Payments in addition to any payments that the Platform has to make to financial intermediaries;

- In the event of any update/change in the bank account details or revocation of FCRA registration certificate and other applicable legal/tax certificates, the Campaigner and where relevant, the Recipient is liable to proactively inform the Platform at [partnership@give.do](mailto:partnership@give.do).
- In all cases where You are collecting and processing personal data of children or persons with disabilities, or any other data or information about them, in any form or manner, including but not limited to images, videos, text, etc., for the purpose of campaigns and raising Donations on the Platform or for any other purpose, You shall obtain explicit written consent of the parent or legal guardian of the concerned child and/or persons with disabilities, in accordance with applicable laws including proof of verification; and further, observe due diligence while ascertaining the identity of such parent and/or valid appointment of such legal guardian in accordance with applicable laws including but not limited to the Digital Personal Data Protection Act, 2023 and the rules made thereunder. Such consent must specifically permit you to collect and process their information, including disclosure and further processing of their information by us, or any other collaborating entity for the purpose of Donations.

### 7.2 **What is Campaigner dashboard?**

- Once onboarded to the Platform, the Campaigner shall be provided access to a Campaigner dashboard, which will contain information such as details about the campaigns, Donations raised by you, Donor details, etc. on their campaigns.
- This Campaigner dashboard can be used to submit new projects, edit the content on the projects, update the projects and profiles, subject to approval by us.
- Give and its Representatives (*defined below*) can access the Campaigner dashboard any time for operation and management of the Platform as well as to assess compliance with applicable laws and these T&Cs.

### 7.3 **Are there any reporting requirements?** The Campaigner and/or Recipient shall undertake the following actions as reporting requirements to SaathiRe and/or Affiliates as required:

- provide an auditor certified project-wise fund utilization certificate of all Donations raised on the Platform;
- issue the fund utilization certificate by July of the next financial year for total funds disbursed during the immediate prior financial year;
- proactively inform about any change in its status as a charitable organization, including but not limited to its conversion into a profit-making company, losing its registration under Income-Tax Act, or FCRA;
- additionally, be obligated to provide such documents and information including copies of charter documents, write-ups, details of underlying project and its impact, data, publications, reports submitted to internal/external evaluator, funding agencies, studies and research findings/reports, photographs, beneficiary details, registrations, permits, accounts, auditor reports, details on ongoing investigations, and any other information that SaathiRe, Affiliates, and/or Donors may deem fit for evaluating compliance with these T&Cs and applicable laws;
- allow conduct of physical site visits to the Campaigner/Recipient's premises/project location,

- carry out audit of the Campaigner's/Recipient's data privacy, security and confidentiality practices, books and records, facilities, inventories and assets directly or through a third-party auditor, provided such right shall be limited to the extent required to evaluate compliance with these T&Cs and applicable laws.

## 8. TERMS FOR DONORS

### 8.1 What are the general conditions?

- Donors can remain anonymous. It is clarified that by exercising this option, Donor's information shall not be made public, but shall be forwarded to the Campaigner, Recipient, or disclosed for compliance with applicable laws or for other purposes as stated in our Privacy Statement.
- Donors can donate using a number of payment methods such as credit/debit cards, net-banking and e-wallets and Donations on the Platform are processed through secure payment gateways and other authorised payment service providers.
- While making a Donation or using the Services, the Donor shall conduct their independent due diligence with respect to the information provided on the Platform.
- The Donors shall receive immediately, online confirmation of the Donation, which they must keep with themselves for their records.
- The Donors understand and acknowledge that only Eligible Indian Donors, i.e., Indian citizens donating from their Indian bank account in Indian Rupees, are permitted to donate via payment service providers who have been authorised as per applicable laws to process payments by the Reserve Bank of India.
- We reserve the right to modify or discontinue, temporarily or permanently suspend the Donation facility or any other Service with or without notice and we shall not be liable to the Donor or any third party for the same. In addition, termination of any or part of the Services shall not impact provision of other Services or other business arrangement or agreements which the User may have entered with SaathiRe.
- Donations made will be directed to the Recipient and no substitution of Donations or campaigns is allowed.
- We reserve the right to **(i)** delay payments (without payment of interest), or refuse to process payments by any Donor, including for any questionable transactions, and/or **(ii)** terminate or suspend a campaign in relation to the said questionable transactions.
- The Donor understands that the Platform is only facilitating the collection and disbursement of Donation, and we are not responsible in any way for the end utilization.
- The Platform, SaathiRe, and Affiliates are under no obligation to be involved in disputes between any Donor and User/any third party arising in connection with the use of the Platform in any manner.

- You release the Platform, SaathiRe, Affiliates and their Representatives from all Claims (*as defined subsequently*), known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or Service.

## 8.2 Receipts and Tax Exemption Certificates

Subject to eligibility under applicable laws and only where a Campaign categorically states as being a tax-exempt campaign, the Donors may be provided with the following:

- Eligible Indian Donors, who provide their PAN card details to SaathiRe, may be provided with a tax deduction receipt u/s 80G of Income Tax Act by SaathiRe, for and on behalf of the Recipient. Please note that tax deduction receipt u/s 80G *per se* does not entitle the Eligible Indian Donor to avail tax exemptions under the Income Tax Act. In order to enable Eligible Indian Donors to avail tax exemptions, Recipient may issue Form 10BE as under the Income Tax Act. Where the Recipient wants to issue Form 10BE, they may upload requisite documents on income tax portal to obtain the certificate. Once such certificate is obtained, the Recipient may provide the same to SaathiRe who shall in turn, provide it to Eligible Indian Donors for and on behalf of the Recipient.
- Eligible Foreign Donors, i.e., Donors not being Eligible Indian Donors, may be provided with a donation receipt by the Recipient recognized under Section 501(c)(3) of USA's Internal Revenue Code, subject to terms under Clause 3 of these T&Cs. Such Eligible Foreign Donors may use these receipts while filing their taxes with USA's Internal Revenue Service to claim deductions, subject to their eligibility under applicable USA laws.

Important note: Issuance of tax deduction receipts/tax exemption certificates to the Donors is discretionary and subject to applicable laws, and not a binding obligation on us, or the Campaigners, or the Recipients. Under no circumstance and notwithstanding anything contained elsewhere, the User understands that we shall not be liable under any contract, law or equity to provide such tax deduction/exemption/benefit documents.

## 9. WHY DO WE COLLECT AND PROCESS SOME INFORMATION?

When the User uses the Platform, we may need to access User specific data including personal data, identity information, contacts, payment details, financial data, etc. Information provided by the User during the registration process and thereafter, help rendering of Services, offer relevant content, customer service and network management, and all such information shall be used and accessed as per the terms of our [Privacy Statement](#). We store personal information including sensitive personal information such as User's financial information by employing adequate security measures as required under applicable laws.

## 10. DATA PROTECTION & PRIVACY

Personal information supplied to us while using the Platform or availing the Services will be used by us in accordance to our [Privacy Statement](#). Users must review our Privacy Statement which forms an integral part of these T&Cs before the User continues to use or access the Platform.

## 11. PLATFORM USAGE RESTRICTIONS

- Accurate information: You agree to provide and represent that all information provided to us at the time of accessing and using the Platform and in course of availing the Services, is true, accurate, current, and complete. Failure to do so is a breach of these T&Cs and may result in
  - the immediate termination of your account or access to the Platform. If you wish to update any information provided through the Platform, or unsubscribe or delete your User Account, write to our Grievance Officer, Mr. Teva Kannan at [grievance@give.do](mailto:grievance@give.do).
- Not to misuse the Platform: You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or otherwise use the Platform such that the whole or part of it becomes interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Platform is in any way impaired. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the IT Act and other applicable laws. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately. You must not use the Platform for any illegal purpose and must use the Platform in accordance with all relevant applicable laws. You must not use any robot, spider, scraper or other automated means to access the Platform for any purpose without our express written permission and must not bypass measures we may use now or in the future to prevent or restrict access to the Platform or certain information contained therein. You must not copy, transmit or otherwise distribute the Platform to any third party or otherwise disassemble or reverse engineer the Platform.
- Linking to our site: You may not link any other site or programming interface or digital platform to any part of our Platform. Our Platform must not be framed or mirrored or linked on to any other site.
- Restrictions on usage: User agrees that while using the Platform, it shall not post or publish any content, text, graphic, material, opinion, expression or any depiction that directly or indirectly by inference, interpretation or analogy:
  - (i) contains, promotes or provokes violence, racism, abusive language, bigotry, hatred or harm of any kind including financial, social, cultural, or any other prejudice towards any individual or group or community;
  - (ii) is patently offensive;
  - (iii) contains, promotes, is derived or attributable to false, or misleading information, and illegal activities;
  - (iv) contains any link to adult/pornographic website/content;
  - (v) contains any content that is harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially,

ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;

- (vi) threatens the unity, integrity, defence, security, or sovereignty of India, its friendly relations with foreign states, or public order, or causes incitement to commission of any offence or prevents investigation of any offence, or is insulting of any nation;
- (vii) is harmful to minors (i.e., below the age of 18 years);
- (viii) contains, or promotes, incites, provokes, induces any activity, language, content deemed unlawful, harmful or inappropriate by law;
- (ix) creates a false identity, impersonates any person or entity, or falsely states or otherwise misrepresents itself as anybody else, or being affiliated with any other person or entity;
- (x) results in use of the Platform for criminal or tortious activity, including but not limited to child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, sending of viruses or other harmful files, copyright or any other intellectual property infringement, or theft of trade secrets and confidential information;
- (xi) uploads, posts, e-mails, transmits or otherwise makes available any content or initiates communication which include information that User does not have the right to disclose, or make available under any law or under contractual or other relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements), or which infringes or threatens to infringe any third party's intellectual property rights;
- (xii) uploads, posts, e-mails, transmits or otherwise makes available any unsolicited or unauthorized advertising, promotional material, junk mail, spam, chain letter, pyramid scheme or any other form of solicitation, including sending messages to people who do not know the User, or who are unlikely to recognize the User as a known contact, sending messages to distribution lists, newsgroups, or groups;
- (xiii) disguises, deceives, or misleads the origin of any communication transmitted through the Platform, or knowingly or intentionally communicates any misinformation or information which is patently false or untrue or misleading in nature or in respect of any business of the Central or State governments, is identified as fake or false or misleading as notified by the fact check unit designated by the Central Government;
- (xiv) disguises the origin of any communication transmitted through the Platform;
- (xv) interferes with or disrupts the Platform and the Services or servers or networks connected to the Platform, or disobeys any requirements, procedures, policies or regulations of networks connected to this Platform;
- (xvi) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

- (xvii) interferes with another User's use and enjoyment of the Platform, or any other individual's use and enjoyment of similar services;
- (xviii) refers to any website or URL that, in our discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these T&Cs;
- (xix) displays on its website and/or the Platform, or use in connection with the Platform, any materials which in any way infringe the copyright, other intellectual property rights or proprietary rights of a third party or which may otherwise render the Platform liable to the payment of damages to any third party; or
- (xx) is unlawful.

## 12. OTHER COVENANTS

- Subject to applicable laws, we reserve the right to restrict access to or use of certain Services or features within the Services or any part of the Platform without any prior notice, and subject you to additional conditions at our discretion.
- In case where you avail Services while accessing the Platform, that may be supported and/or provided by third party service providers such as integrated payment service providers or financers or insurers, for all such services, your contracting entity will be the concerned third party service provider(s), as the case may be; and SaathiRe disclaims all liability for any action, omission, or claim that may arise pursuant to or be related to your use of services provided by such third party service provider(s).
- Further, you agree and confirm that any Services provided to you by SaathiRe are on best efforts basis, and SaathiRe may engage services of third-party service provider(s) to facilitate such Services to you. We shall not in any manner be liable to you for failure or delay in providing the Services or for any temporary disablement, permanent discontinuance of the Services by us, or for any consequences resulting from such actions, or reasons that are beyond our reasonable control.
- User agrees and confirms that it shall comply with applicable laws and these T&Cs as well as any other policy made applicable to you by SaathiRe while availing the Services. SaathiRe may suspend or terminate User's access for any violations, fraudulent activities, or misuse of the Platform.
- User acknowledges that the Services are being provided on an "as-is" and "as available" basis, and may be interrupted while browsing, transacting, using or uploading information on the Platform, or on account of maintenance activities, or due to circumstance beyond the reasonable control of SaathiRe.
- We do not: **(i)** adopt any unfair trade practices either on the Platform or otherwise with respect to the Services; or **(ii)** discriminate between the Users of the same class or make any arbitrarily classification of the Users.

- User acknowledges that while accessing the Platform, they may be charged by the concerned mobile network provider or internet service provider for using network connection, and they agree to pay such charges, as applicable, when they access the Platform.

### **13. REPRESENTATIONS**

The Campaigner and Recipient represent to us that:

- in case of NPO, it is registered as a not-for-profit organization (i.e., registered under Section 8 of the Companies Act 2013 or under Section 25 of the Companies Act, 1956, or registered as a public charitable trust or society or not-for-profit corporation under applicable laws);
- they will adopt transparent practices and shall share necessary information on the usage/deployment of Donation and progress of the project for which it received Donation in the manner specified in these T&Cs;
- they will not undertake unfair trade practices while using the Platform or Donations raised through the Platform;
- they will not publish false or fake reviews misrepresenting their operations and the quality or impact thereof;
- they maintain appropriate grievance redressal mechanism for the Donors in accordance with applicable laws;
- while carrying on their activities, they do not adopt discriminatory practices on the basis of caste, creed, gender, religion, race, sexual orientation, or any other discriminatory, sectarian or prejudicial basis in their programs, operations or other external or internal processes;
- all information provided while using the Platform for raising funds is accurate, complete, and not otherwise designed to mislead, defraud or deceive;
- they maintain all licenses and permits required under applicable laws for raising Donations and carrying out their activities in general including valid FCRA and IT Act registrations, and compliance with applicable laws for the purposes of receiving foreign Donations;
- they and their representatives while performing the projects listed on the Platform shall adhere to the terms herein, applicable laws, act ethically, and not engage in any arrangement or other agreement that results or may result in direct or indirect conflict of interest;
- they shall not directly or indirectly engage in activities that are or can be construed as political lobbying, acting as agents in government tenders, making political or religious contribution in cash or kind, affiliation to any political, religious or other sectarian ideologies and practices, money laundering activities, dealing and transacting with entities/individuals/association of people sanctioned/blacklisted/being investigated by Indian government, the Office of



Foreign Assets Control (United States of America), the Interpol, United Nations and its organizations, and/or any government intelligence agency;

- they and their representatives including affiliates and sister concerns are not subjected to any sanctions, fines, trade restrictions, other economic and financial prohibitions, or blacklisting by any government agency in India, United States of America, or elsewhere in the world;
- the posting of materials and information on the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights, moral rights, intellectual property rights or any other rights of any person. The Campaigner agrees to pay for all royalties, fees and any other monies owing to any person by reason of any content posted by it on the Platform; and
- all documents and information provided at time of registration and/or during the use and access of the Platform are true and valid.

These representations shall survive the termination/suspension of these T&Cs.

#### **14. PROPRIETARY RIGHTS**

- Certain information provided by the User may be visible to other Users such as photos, videos or other content.
- SaathiRe grants to the User a limited, non-exclusive, non-transferable, non-assignable, revocable-at-will license, without the right to grant sublicenses, to access and use the Platform for the Services, including for any updates, alterations, or customization, as maybe offered from time to time.
- User by using the Platform grants an unlimited, non-revocable, sub-licensable, royalty free license to SaathiRe to use all such information in any manner as it may deem fit, with due credit and attribution to the User. This license permits us to use it for promotional activities, reformatting, extraction, translation or use it in any other manner.
- Please note that any information, suggestions, ideas or other submissions provided by you through the contact form, e-mail IDs provided, or any other medium of communication while accessing the Platform will be deemed not to be confidential and non-proprietary. By sending any information or material, you give SaathiRe an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and you also agree that SaathiRe is free to use any ideas, concepts, know-how or techniques that you send us for any purpose.
- SaathiRe shall have the right to delete any content that the User posts on the Platform, without prior written communication to the User, without assigning any reason whatsoever.
- User shall be solely responsible for the content and information shared or posted by the User on or through the Platform, including its accuracy, quality, integrity, legality, reliability, appropriateness. We shall not be liable in any manner for the content and information shared, posted or otherwise made available to us by the User, including any content of messages sent through the Platform's messaging services.
- All content and materials, including, but not limited to description of the Platform and its use, images, text, illustrations, designs, icons, photographs, names, logos, design marks, slogans,

programs, software, music clips or downloads, video clips and written and other proprietary information (including page layout, or form) that are part of the Platform (the **Platform Content**) are intended solely for non-commercial use and cannot be used by Users to generate profits or surplus income.

- The Platform Content is provided by SaathiRe, and the User acknowledges that SaathiRe is the sole and absolute owners of any proprietary right in the Platform Content or are the authorised users of such the Platform Content; and except as expressly authorized in these T&Cs, User shall not use, access, distribute, modify, copy, transmit, display, reproduce, license, create derivative works from, transfer, reverse engineer, or deal otherwise with the Platform Content.
- We grant you a limited right to access and make personal use of the Platform and to temporarily download the Platform Content for personal, non-commercial viewing only. The said right does not allow you to download, copy, use or access the Platform Content in any manner whatsoever for the benefit of another entity/person, intermediary, or similar platform as ours, or any use of the Platform Content for data mining, or similar data gathering and extraction tools.
- Any attempt to decompile, or reverse engineer, or to remove any proprietary declarations such as copyright, trademark from the Platform Content, is strictly prohibited and will be considered as unauthorized use of the Platform Content, resulting in deregistration and debarment from accessing the Platform.
- Name and logos are trademarks and service marks of SaathiRe. Any product, and service names and logos of other persons, used and displayed on the Platform may be trademarks or service marks of their respective owners who may or may not endorse, or be affiliated with, or connected to SaathiRe. Nothing in these T&Cs should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of trademarks displayed on the Platform without our prior written permission in each instance. All goodwill generated will inure to our exclusive benefit.

The terms under this clause shall survive the termination/suspension of these T&Cs.

## 15. AVAILABILITY OF PLATFORM

- We provide the Platform and the Platform Content on an “as is” and “as available” basis. We do not represent or warrant that the access to the Platform, or any part of it or any Platform Content, will be uninterrupted, reliable or fault free. Access to our Platform is permitted on a temporary basis. We reserve the right at our discretion at any time, with or without notice, to modify, suspend or discontinue all or any part of, temporarily or permanently, the Platform and shall not be liable to you for the same.
- Every effort is made to ensure that all the Platform Content is correct at the time of publishing. However, we make no, and expressly disclaim representations, warranties or guarantees of any kind, express or implied in respect of the Platform or the Platform Content. We accept no responsibility for any errors or omissions in the Platform Content and shall not notify you when any information has been amended. The Platform Content is provided for general information only and it is the Users’ responsibility to determine the fitness for purpose of

parts for their requirements. If Users notice any obvious errors in information, contact [support@give.do](mailto:support@give.do).

- We will use reasonable efforts to make the Platform available at all times. However, the User acknowledges that the Platform and its uses may not be available due to reasons outside our reasonable control such as, without limitation, while under maintenance, technical malfunction, security breach, limited internet or connectivity due to the services rendered by mobile service provider, etc. In such an event, the User shall not hold us liable, including but not limited for any direct or indirect loss.
- We adopt industry-standard safety measures and best practices to keep the Platform secure and free from viruses, malware, and other defects. We are committed to protecting your data and maintaining the integrity of our systems, and we continuously monitor and update our infrastructure to safeguard against potential threats. However, despite our best efforts, we cannot guarantee that our Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

The terms under this clause shall survive the termination/suspension of these T&Cs.

## **16. COMPLIANCE WITH LAWS**

User shall comply with all the applicable laws including without limitation to FCRA and the rules made and notifications issued thereunder; Customs Act; IT Act and the rules made thereunder; Prevention of Money Laundering Act and the rules made there under; Income Tax Act and the rules made there under; Goods & Services Tax Act and rules there under; and other applicable laws, including applicable foreign laws.

## **17. DISCLAIMER OF WARRANTIES**

- Under no circumstance shall SaathiRe, Affiliates, or any Donor be responsible for any loss or damage, including consequential, economic or indirect loss or damages, loss of profits, revenue, business, capital, or reputation whether to the User, or any third Party, or to any person claiming on behalf of the User, due to use of the Platform, participation in any event hosted by the Platform, form any Platform Content or any content posted on or through the Platform, from the conduct of any other user of the Platform, or for any other consequence that directly or indirectly arises out of the Platform.
- Apart from this, the Platform may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Platform complies with international and Indian law. SaathiRe and Affiliates, take no responsibility for third-party advertisements that are posted on this Platform, nor does it take any responsibility for the goods or services provided by the advertisers. They shall not be responsible for any error or inaccuracy in advertising materials.
- In no event shall SaathiRe or either of the Affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from **(i)** the use or the inability to use the Platform or the Platform Content or content which the User provides; **(ii)** unauthorized access to or alteration of your transmissions or data; **(iii)** any unauthorized,



indecent, defamatory, false, seditious content uploaded or posted by anybody else, including audio-visual content infringing any third party's intellectual property rights; and (iv) any consequence which is not caused by any action or omission on our part.

- We do not make any representation or warranty as to specifics such as final utilization of Donations, value, impact, etc., of the campaigns on the Platform, other than those representations that are expressly made for individual campaigns. Notwithstanding any representations made, the Users are free to independently verify the veracity and the bona fides of any particular Campaigner or Recipient that they choose to donate or contribute to, on the Platform and use their best judgment on that behalf.

This clause shall survive the termination/suspension of these T&Cs.

## 18. TERMINATION

- We shall have a right to terminate the contract under these T&Cs.
- We reserve the right to suspend, or terminate your access and use of the Platform and these T&Cs, at our sole and absolute discretion, with or without any reasons, including but not limited to where we are of the view that the User has breached, violated, abused, or unethically manipulated or exploited any term of these T&Cs, or anyway otherwise acted unlawfully, or unethically, or where insolvency or liquidation proceedings are initiated against the User, or where there is a suspicion of fraud or security breach. The termination or suspension will be effective immediately from such time we provide a written notice to the User or display an appropriate notice on the Platform.
- Upon such suspension or termination, the User can no longer access or use the Platform.
- We shall have the right to demand, and the User shall be obligated to refund, the Donation received.
- Further, any undisbursed amount of the Donation shall be withheld.
- Furthermore, we shall at our sole discretion, delete any and all of your content or other related data, information and material, and we will have no liability to you or any third party for such deletion. This termination clause will survive termination/suspension of the T&Cs.

## 19. INDEMNIFICATION

- User agrees to indemnify and hold SaathiRe, the Affiliates, and their directors, officers, managers, employees, sub-contractors, program partners, collaborators, funding entities, donors, legal, financial, and professional advisors, and bankers, agents and other representatives (**Representatives**) (collectively hereinafter referred to as **Indemnified Parties**), harmless from all losses, liabilities, claims, costs, damages, demands, or expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon), and harm caused (each a **Claim**), asserted against or incurred by the Indemnified Parties that arise out of, as a result from, or may be payable by virtue of, any act or omission, or any breach, or non-performance of any representation, warranty, covenant, agreement made or obligation to be performed by the User pursuant to these T&Cs, utilization of the funds for anything other than the purpose designated by the Donors, lack of necessary



regulatory approvals for receipt of the funds in any form, your violation of any law, or violation of the rights of a third party, including the infringement by you of any intellectual property or other right of any person or entity.

- Upon becoming aware of any Claim that may give rise to an indemnification obligation, the Indemnified Party shall: **(i)** notify the indemnifying User in writing of such Claim; **(ii)** provide reasonable cooperation in the defence of such Claim; and **(iii)** allow the indemnifying User to assume defence of the Claim with counsel of its choice, provided such counsel is reasonably acceptable to the Indemnified Party. Where the indemnifying User decides not to defend, the Indemnified Parties shall have the right to defend and all costs incurred shall be borne by the indemnifying User.
- The indemnifying User shall not settle any Claim without the prior written consent of the Indemnified Party.
- Please note that the indemnity provided herein does not estop or prohibit the Indemnified Parties in any manner to seek suitable remedies under applicable laws, equity and contract, and is without prejudice to any such rights.

These obligations will survive any termination/suspension of these T&Cs.

## **20. LIMITATION OF LIABILITY**

In no event shall SaathiRe and Affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from

- the use or the inability to use the Platform and/or the Platform Content and/or the Services;
- unauthorized access to or alteration of transmissions or data;
- any unauthorized, indecent, defamatory, false, seditious content uploaded or posted by anybody else, including audio-visual content infringing any third party's intellectual property rights;
- any consequence which is not caused by any action or omission on our part.

This clause shall survive termination/suspension of the T&Cs.

## **21. THIRD-PARTY SITES**

The Platform may contain links to third party websites for which, SaathiRe and Affiliates

- assume no responsibility;
- do not warrant the offerings of any of these businesses or individuals or the content of such third-party websites; we do not endorse, in any way, any third-party websites or content thereof; and
- are not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those other websites or resources.

When you access third-party websites, you do so at your own risk. If you use or access any third-party websites, any personal information you give to them will be dealt with in line with their privacy policy, not ours, so please ensure that you read their terms of use and privacy policy before you use their websites and provide any personal information.

## **22. COMMUNICATIONS**

By using the Platform, you consent to receive from us, all communications including notices, agreements, legally required disclosures, or other information in connection with the Platform (collectively **Notices**) electronically. The mobile number/registration data/ email ID/User's account details through which the User registers with the Platform will be construed as their designated electronic address, and we will communicate with the User on their designated electronic address which will be deemed adequate service of Notice/electronic record. SaathiRe may provide the electronic Notices by posting them on the Platform. If you desire to withdraw your consent to receive the Notices electronically, you must discontinue your use of the Platform.

## **23. GOVERNING LAW & DISPUTE RESOLUTION**

These T&Cs shall be governed and construed in accordance with the laws of India, without regard to its conflict of law provisions. All disputes shall be decided by mediation under the aegis of Mediation and Conciliation Centre at the District and Sessions Court of Bengaluru. If mediation fails within 3 months from the date of a dispute as notified by User or us in writing to the other, the dispute shall be adjudicated by competent courts in Bengaluru. This provision shall survive suspension/termination of these T&Cs.

## **24. MISCELLANEOUS**

- These T&Cs constitute the entire agreement and supersedes every other agreement or arrangement we or have with User.
- Notwithstanding anything elsewhere, if there are any conflicting provisions in any other additional terms involving the User, these T&Cs shall supersede the conflicting provision contained anywhere else, unless expressly agreed otherwise in such additional terms.
- In case of non-compliance of these T&C, we reserve the right to take necessary action including but not limiting to termination of the T&C, and appropriate legal actions. Our failure to enforce any right or provision under these T&Cs will not be considered as waiver of those rights. If any provision of these T&Cs is held to be invalid or unenforceable, the remaining clauses of these T&Cs will continue to be binding and remain in effect.
- These T&Cs upon User consent shall be deemed to have been executed on a principal-to-principal basis and under no circumstance anything herein will be construed to create employer-employee, principal-agent, master-servant, joint venture, principal employer-contractor, or any such other relationship.

## 25. CONTACT AND GRIEVANCE REDRESSAL

If you wish to update any information provided through the Platform, unsubscribe or delete your User Account, or have any complaints/grievances/discrepancies while accessing or using the Platform write to our Grievance Officer, Mr. Teva Kannan at [grievance@give.do](mailto:grievance@give.do). Our Grievance Officer will acknowledge receipt of your communication within 48 hours and will attempt to redress your complaints/grievances/discrepancies within one month from when you contact us, unless lesser timeline is prescribed under applicable law. However, please note that once the Donation has been disbursed to the Recipient or we have been unable to disburse to legal, technical, or logistical shortcoming on account of the Campaigner and/or Recipient, then all complaints/grievances/discrepancies or any communication regarding any issues with such a contract should be raised with that Campaigner and/or Recipient through the contact information provided in the communication received from them and as detailed on the respective page.

In case of any general queries or clarifications or any communication, please reach out to [support@give.do](mailto:support@give.do).

*By accepting these T&Cs, you accept and agree to be bound by all the conditions laid out herein and to the organisational policies, guidelines and norms of the Platform.*