



## 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> (**Platform**) is owned by 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, Newcastle, Delaware 19709 (**GiveIndia Inc**).

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

- GiveIndia Inc and Saathire Social Impact Solutions Private Limited, an Indian subsidiary company of GiveIndia Inc (**SaathiRe**) have agreed that SaathiRe will operate, use and maintain the Platform.
- Alongside, collaborating charities Give Foundation, Give Foundation Inc. (**Give Foundation US**) and Giving Impetus to Voluntary Effort (**GiveUK**) have been authorised to avail benefits of the Platform for the purposes of receiving online donations raised through online giving, for enabling charitable projects and other activities.

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

- THESE TERMS AND CONDITIONS ALONG WITH ANY POLICY OR OTHER DOCUMENT REFERRED HEREIN GOVERNS THE MANNER IN WHICH A PERSON CAN ACCESS OR USE THE PLATFORM (**T&Cs**).
- FURTHER, THERE COULD BE CERTAIN ADDITIONAL TERMS THAT WE MAY MAKE APPLICABLE FOR YOUR DEALINGS ON THE PLATFORM WITH GIVE FOUNDATION US AND GIVEUK.
- FOR 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 USE THE PLATFORM IN ANY MANNER.**
- IN THE CONTEXT OF THESE T&Cs, **SAATHIRE, WE, OUR, US** EXPRESSIONS SHALL UNLESS IT BE REPUGNANT TO THE CONTEXT OR MEANING THEREOF, PRIMARILY REFER TO GIVEINDIA INC, SAATHIRE AND ITS PERMITTED SUCCESSORS OR ASSIGNS. WHERE SPECIFIC REQUIREMENTS PERTAIN TO GIVE FOUNDATION, GIVE FOUNDATION US AND GIVEUK, EXPRESS REFERENCE IS MADE.
- UPON YOUR CONSENT, THESE T&Cs CONSTITUTE A BINDING CONTRACT BETWEEN YOU, GIVEINDIA INC AND SAATHIRE PRIMARILY, AND FOR



THE ADDITIONAL TERMS RELATING TO GIVE FOUNDATION, GIVEUK OR GIVE FOUNDATION US, BETWEEN YOU AND THE RESPECTIVE CHARITIES AS THE CASE MAY BE.

## 2. DETAILS

- **User** or **You** in these T&Cs mean and include **(i)** Donors (*as defined below*), or **(ii)** Campaigners (*as defined below*), or **(iii)** recipients (*individual(s) or hospital or charitable organisation*) of the online giving campaigns, or **(iv)** body corporates who avail corporate social responsibility related services through the Platform, or **(v)** those who are browsing the Platform as visitors.
- T&Cs govern User's access and use of the Platform.
- We reserve the right to amend the T&Cs with notice to the User upon such amendment.
- User's continued use of the Platform, after any amendment would signify their acceptance to the amended T&Cs. If You do not agree to such amendments, contact us at [support@give.do](mailto:support@give.do).

## 3. PLATFORM SERVICES, COLLECTION AND DISBURSEMENT MODUS

The Platform enables certain Users to run campaigns or fundraising events including individuals and organisations (**Campaigners**) to raise funds for activities that are aimed at **(i)** charitable and social impact activities; **(ii)** any other online giving programs and activities; and **(iii)** corporate social responsibility grant making, project management and other related services (*as described subsequently*).

### **Campaigns and Donations**

- Campaigners raise funds by asking donors in India and abroad (**Donors**) to donate money to their programs, projects and listed purposes (**Donations**).
- The Platform lists and hosts Users, and acts as an online intermediary that enables Campaigners to connect with desired Donors to make and receive donations.
- Alongside, the Platform as an intermediary and may allow certain Users to send certain specific messages to Campaigners and recipients who are organisations. Where this facility is availed, the Platform will require additional e-mail verification 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 Campaigner or recipient over e-mail. Once transmitted, we may allow the concerned recipient or the Campaigner 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 the recipient pursuant to the messages transmitted.
- We are not brokers, agents, financial institutions, creditors, or insurers for any fundraiser on this Platform.



- We are only enabling and providing a platform for identified services as captured in these T&Cs, and except fees or tips paid to us, all transactions whether gratuitous or otherwise shall always be between User and Donor.
- GiveIndia Inc and SaathiRe grant 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 making, receiving and raising Donations, other services as are or maybe offered from time to time, and availing messaging facility in accordance with these T&Cs.
- 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 processing fees and/or tips as per these T&Cs:
  - *INR Donations:* INR Donations made on the Platform in India shall be collected by SaathiRe. The Donations shall thereafter be disbursed to the User.
  - *Foreign currency Donation:* GiveIndia Inc shall collect and process Donations made in USD, GBP, or any other currency raised outside of India (and with exclusion of INR Donations in India). Then, it shall disburse USD or other foreign currency Donations to Give Foundation US, except GBP Donations from the United Kingdom and Wales, which will be disbursed to GiveUK. Give Foundation US and GiveUK will then grant such Donations downward to User.
  - *Medical and healthcare fundraisers of Give Foundation:* Here, in addition to the above description on Donations, please note that Donations shall be collected and received by Give Foundation who shall then disburse the Donations to the User.
- 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, GiveIndia Inc., SaathiRe, Give Foundation, Give Foundation US and GiveUK 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 User.

#### **Corporate Social Responsibility related services on the Platform**

- 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.
- This *inter alia* includes services such as CSR policy formulation, program design, monitoring and evaluation, computing CSR budget, grant making, identifying and conducting due diligence of potential implementing partners, developing standard operating procedures including evaluation and reporting framework, preparing MOUs and agreements between the companies and the implementing partners.
- Further, as part of the implementation of CSR programs, we develop key performance indicators and enable the companies or organisation to monitor such indicators through a dashboard enabled on the Platform.
- We also provide regulatory support to companies and organisations in their compliance support with the CSR rules and regulations. Additionally, we track all developments in terms of new amendments / updates for CSR and queries and keep the stakeholders informed.

In order to avail such CSR 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 and privacy policy of the Platform in relation to their dealings on the Platform to the extent applicable, unless expressly agreed otherwise between the contracting parties.

#### 4. CHARGES/FEES/TIPS FOR CAMPAIGNS AND DONATIONS

- Donations made on the Platform are subject to a standard payment processing charge of 3%, which is to the account of the recipient(s) and will be deducted from the Donations before disbursement. Any change in the same will be notified. These charges are non-refundable. In addition to the standard processing fee of 3%, Platform may charge promotional fees of 15% or such other amount for fundraisers that are promoted through online channels to acquire Donors. We reserve the right to require you to agree on additional terms if required for such fundraisers.
- Donors also have the option of providing tips along with their Donations, which shall be retained entirely by GiveIndia Inc or SaathiRe, as the case may be.
- 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.
- SaathiRe, GiveIndia Inc, GiveUK, Give Foundation US, Give Foundation 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 and process your personal information, and such processing will be solely their responsibility; and SaathiRe or GiveIndia Inc shall not be liable for any breach, or harm, or unauthorized use of personal information of any kind by such payment gateway or bank.

#### 5. 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/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.

#### 6. REGISTRATION

- You may view certain sections on the Platform without registering, but as a condition for using and accessing all sections of the Platform, you are required to register with us. Users can create an account with a username and password (**User Account**).
- 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.

- You shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach that may result in immediate termination of the User Account.
- User must ensure that the username and password 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 account, or other known account-related security breach.

## 7. USAGE TERMS

### 7.1 What are the general conditions? Users are bound by the following general covenants:

- 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 fundraiser, if we learn that the information is false, does not depict the true nature or is misleading in any manner;
- Platform enables Donations to be made in all currencies; all currency exchange will be done at the prevailing market rates and subject to applicable law;
- 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 Campaigner 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 funds raised; we shall not provide any tax or legal advice to Users;
- In all cases where Platform has already processed payment of Donation, but the same is subsequently dishonoured at Your end (**Dishonoured Payments**), 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 Certificate and other applicable legal/tax certificates, Campaigner and where relevant, the recipient is liable to proactively inform the Platform at [partnership@give.do](mailto:partnership@give.do).

### 7.2 What is Campaigner dashboard?

- Once onboarded to the Platform, Campaigner shall be provided access to a Campaigner-Dashboard, which will contain information such as your fundraiser campaigns, Donations raised by you, Donor details, etc. on your 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.



- SaathiRe, its representatives, GiveIndia Inc, Give Foundation, Give Foundation US and GiveUK can access this Campaigner-Dashboard any time for operation and management of the Platform as well as to assess compliance with applicable law and these T&Cs.

### **7.3 Are there any reporting requirements? Campaigner shall:**

- in certain cases, such as where matching grant is made, provide to SaathiRe, GiveIndia Inc, Give Foundation, Give Foundation US or GiveUK as required, 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 to SaathiRe, GiveIndia Inc, Give Foundation, Give Foundation US or GiveUK for total funds disbursed during the immediate prior financial year;
- proactively inform SaathiRe 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 Foreign Contribution Regulation Act;
- additionally, be obligated to provide such documents and information including copies of charter documents, registrations, permits, accounts, auditor report, details on ongoing investigations, and any other information that SaathiRe, GiveIndia Inc, Give Foundation Give Foundation US, GiveUK and/or Donors may deem fit for evaluating compliance with these T&Cs and applicable law.

## **8. TERMS FOR DONORS**

### **8.1 What are the general conditions?**

- Minimum donation amount on the Platform is (i) INR 50 for Donations in INR in India, (ii) GBP 50 for GBP Donations from United Kingdom and Wales, and (iii) USD 1 for all other foreign currency Donations anywhere in the world other than regions mentioned at (i) and (ii) above. We reserve the right to change this without any prior notice.
- 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, or disclosed for compliance with applicable law or for other purposes as stated in our Privacy Policy.
- 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 by secure payment gateways.
- While making a donation, the Donor shall conduct their independent due diligence with respect to any information about the campaign.
- All Donations made are non-refundable.
- Donors shall receive immediately, online confirmation of the Donation, which they must keep with themselves for their records.
- We reserve the right to modify or discontinue, temporarily or permanently suspend the donation facility with or without notice and we shall not be liable to Donor or any third party for the same.
- Donations made will be given to directed User 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.





- Donor understands that the Platform is only facilitating the collection of Donation, and we are not responsible in any way for the end utilization.
- Platform, SaathiRe, GiveIndia Inc, Give Foundation, GiveUK or Give Foundation US is under no obligation to become 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 and GiveIndia Inc, its officers, employees, agents, and successors in rights from claims, damages, and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and the service.

## 8.2 Receipts and Tax Exemption Certificates

Subject to eligibility under applicable law, the Donors may be provided with the following:

- Eligible Indian Donors may be provided with a tax deduction receipt u/s 80G of Income Tax Act by SaathiRe, for and on behalf of Campaigner or recipient. Please note that tax deduction receipt u/s 80G *per se* does not entitle the Donor to avail tax exemptions under the Income Tax Act. In order to enable Indian Donors to avail tax exemptions, Campaigner or recipient may issue certificates u/s 10BE of Income Tax Act. Where Campaigner or recipient wants to issue certificate u/s 10BE, they may upload requisite documents on income tax portal to obtain the certificate. Once such certificate is obtained, Campaigner or recipient may provide the same to SaathiRe who shall in turn, provide it to eligible Indian Donors for and on behalf of Campaigner or recipient;
- Eligible USD Donors may be provided with a tax exemption certificate u/s 501(c)(3) issued by Give Foundation US; and
- Eligible UK and Wales Donors may be provided with Gift Aid compliant receipts issued by GiveUK.

Important note: Issuance of tax deduction receipts/tax exemption certificates/Gift Aid compliant receipts to Donors is discretionary and subject to applicable laws, and not a binding obligation on us, Give Foundation, Give Foundation US, GiveUK, Campaigners, or recipients. Under no circumstance and notwithstanding anything contained elsewhere, the User understands that we, Give Foundation, Give Foundation US, or GiveUK 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 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 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 Policy](#). We store personal information including sensitive personal information such as User financial information by employing adequate security measures as required under applicable law.

## 10. DATA PROTECTION & PRIVACY



Personal information supplied to us while using the Platform or availing the services shall be used by us in accordance with our [Privacy Policy](#). Users must review our Privacy Policy which forms an integral part of these Terms before User continues to use or access the Platform.

## 11. PLATFORM USAGE RESTRICTIONS

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:

- 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;
- is patently offensive;
- contains, promotes, is derived or attributable to false, or misleading information, and illegal activities;
- contains any link to adult/pornographic website/content;
- 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;
- 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;
- is harmful to minors (i.e., below the age of 18 years);
- contains, or promotes, incites, provokes, induces any activity, language, content deemed unlawful, harmful or inappropriate by law;
- 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;
- results in use of 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;
- 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;
- 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;
- disguises the origin of any communication transmitted through the Platform;
- interferes with or disrupts the Platform services or servers or networks connected to the Platform, or disobeys any requirements, procedures, policies or regulations of networks connected to this Platform;





- 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;
- interferes with another User's use and enjoyment of the Platform, or any other individual's use and enjoyment of similar services;
- 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;
- 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.

## **12. OTHER COVENANTS**

User agrees that:

- all information provided by the User during registration process is true, accurate and complete in all aspects;
- they will not allow any third party to use the Platform in any manner on its behalf;
- they shall be responsible for maintaining the confidentiality of its account and shall be responsible for all activities occurring under its account;
- they will immediately notify us of any unauthorized use of the Platform by any person using User's device, or details, or any other breach of security;
- they are accessing and using the Platform at their sole risk and are using their best and prudent judgment before accessing and using the Platform;
- the terms of agreement with their respective mobile network provider or internet service provider shall apply while accessing the Platform; as a result of this, 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;
- we may update, revise, modify, delete, amend, or withdraw any feature, content, options, page, data hosted on the Platform without any prior notification to User, and User hereby consents to the same.

## **14. REPRESENTATIONS**

You represent to us, Give Foundation, GiveUK, Give Foundation US that:

- in case of NGO, 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 under applicable law);
- it shall 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;
- in case of healthcare and medical fundraisers of Give Foundation, (i) all Donations contributed shall be solely used for the purpose of medical treatment of the patient; (ii) they shall inform Give Foundation of any changes/amendments pertaining to the documents, bills, medical history or any other information whatsoever furnished by



them; (iii) they authorise Give Foundation to use the personal data provided including photos, videos, beneficiary information, and other identified/identifiable information for the purpose of raising donations, publicity and marketing, and authorise Give Foundation to reserve the right to provide information relating to the fundraiser to Donors, hospitals, or law enforcement authorities; (iv) they shall comply with all relevant and applicable laws and financial reporting obligations; and (v) they are not being mala fide in their intentions and actions, and are genuinely raising funds for a true medical/healthcare cause;

- 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 law for raising Donations and carrying out their activities in general including valid Foreign Contribution Regulation Act registration, and compliance with applicable law 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 law, 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 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, United Kingdom, 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. 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 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 User may be visible to other Users such as photos, videos or other content.
- User by using the Platform grants an unlimited, non-revocable, sub-licensable, royalty free license to SaathiRe, GiveIndia Inc, Give Foundation, Give Foundation US and



GiveUK 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.

- GiveIndia Inc and SaathiRe have the right to delete any content that User posts on the Platform, without prior written communication to User, without assigning any reason whatsoever.
- User shall be solely responsible for the content and information shared or posted by 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 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 or GiveIndia Inc as the case may be, and User acknowledges that they are the sole and absolute owners of any proprietary right in 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, GiveIndia Inc, Give Foundation, GiveUK and/or Give Foundation US. 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 this 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 will use reasonable efforts to make the Platform available at all times. However, 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, User shall not hold us liable, including but not limited for any direct or indirect loss.



## **16. COMPLIANCE WITH LAWS**

User shall comply with all the applicable laws including without limitation to Foreign Contribution Regulation Act and the rules made and notifications issued thereunder; Customs Act; Information and Technology 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.

## **17. DISCLAIMER OF WARRANTIES**

- The Platform is provided on an “as is” and “as available” basis. We take adequate measures to safeguard User interests. However, we do not make any representation or warranties in respect of the Platform or its utility.
- Under no circumstance shall SaathiRe, GiveIndia Inc, Give Foundation, Give Foundation US, GiveUK 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 Platform, or for any other consequence that directly or indirectly arises out of the Platform.
- A part 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, GiveIndia Inc, Give Foundation, GiveUK and Give Foundation US 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, GiveIndia Inc, Give Foundation, Give Foundation US or GiveUK 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, Users are free to independently verify the veracity and the bona fides of any particular Campaigner 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 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 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 and the User shall be obligated to refund 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 doing so.

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

## **19. INDEMNIFICATION**

User agrees to indemnify and hold SaathiRe, GiveIndia Inc, Give Foundation, Give Foundation US, GiveUK (as applicable) our affiliates, officers, directors, agents, and employees, harmless from all losses, liabilities, claims, demands or expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon), asserted against or incurred by us 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 User pursuant to these T&Cs, utilization of funds on anything other than the purpose designated by the Donors, lack of necessary regulatory approvals for receipt of 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. These obligations will survive any termination/suspension of these T&Cs.

## **20. LIMITATION OF LIABILITY**

In no event shall SaathiRe, GiveIndia Inc, Give Foundation, Give Foundation US and GiveUK 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;
- 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, GiveIndia Inc, Give Foundation, GiveUK and Give Foundation US

- 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 T&Cs 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.

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 Bangalore High Court mediation center. 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 arbitration by a panel of three arbitrators in accordance with the the Indian Arbitration Act as amended from time to time and the award made in pursuance thereof shall be binding on the Parties. Each Party shall nominate 1 (one) arbitrator and both the nominated arbitrators shall appoint the third, presiding arbitrator. The seat of arbitration shall be Bengaluru and the entire arbitration proceedings shall be conducted in English. Courts in Bengaluru shall have exclusive jurisdiction

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

## **24. GIVEUK ADDITIONAL TERMS**

These additional terms apply to Donors and Campaigners in relation to GiveUK and are deemed incorporated into herein where Donations are received from GiveUK.

### **24.1 Gift Aid**

- If Donors elect for Gift Aid, GiveUK shall ask Donor to confirm whether it/he/she/they are a UK taxpayer in accordance with the requirements of the Gift Aid scheme.
- Gift Aid benefit is subject to applicable law as amended from time to time.
- To clarify, Gift Aid can be claimed for Donations freely made without the Donor or a connected person receiving a benefit in exchange for the Donation. The receipt of a reward by a Donor or a connected party may affect the eligibility of a Donation for Gift Aid.





- Further information about the Gift Aid scheme can be found on the HMRC website and at <https://www.gov.uk/donating-to-charity/gift-aid>, including details of how higher and additional rate taxpayers can reclaim higher or additional tax relief on their Donations.
- Where a Donation is made through GiveUK to Campaigners, we are required to pass details of those Donors claiming Gift Aid to The Charities, Trust which is required to pass these details to HMRC.
- This processing of personal data is due to requirements under applicable law, and you consent for such processing. Alongside consent, legitimate basis and lawful business purposes are catering to such processing.

## **24.2 Monitoring your user generated content**

- GiveUK may (but are not obliged to) monitor the use of the content posted on the Platform from time to time; however, GiveUK will still rely on you to inform us of any abuse or inappropriate behaviour, in which case GiveUK may review specific postings.
- If GiveUK feels you have been threatened, damaged or abused via our communication systems, or if you believe any infringement of your rights may have occurred through the Platform, please contact GiveUK, GiveIndia Inc. or SaathiRe as per details provided herein.
- GiveUK is not involved in any arrangements made between Users. Any postings on the Platform and the uploading of any photos, pictures, videos, animations or other audio-visual material to the Platform by community members does not constitute any form of recommendation, representation, endorsement, or arrangement by GiveUK. In particular, GiveUK does not have any control over and is not responsible for the truth or accuracy of any content, its compliance with any legal or regulatory requirement, or its quality, or safety.
- Please note that any information posted via the functionality available on the Platform is the opinion of the person posting only. If you rely on the information posted, you do so at your own risk. Although we have rules for the posting of content, it is possible that our interactive features could be susceptible to misuse. We ask all Users to contact us in respect of any suspicion of misuse.

## **25. SOLICITATION STATEMENTS FOR GIVEUK**

GiveIndia Inc, is a fundraising company that is working on behalf of GiveUK a registered charity (registered charity number 1100104). Please note that GiveIndia Inc is paid 3% to 15% of the total donations it receives for the charity during the financial year 2022-2023. The charity expects to pay GBP 9,500 to GIVEINDIA INC in financial year 2022-2023. This period will change annually and to that extent we will update the T&Cs.

### **Additional information**

GiveUK calculates that for every GBP 1, the charity invests in recruiting supporters such as yourself through the Campaigns, the charity can expect to get back at least GBP 10 over the course of 1 year.

It is important to remember that our charity trustees are obliged by law to ensure that our funds are used in the best way possible to meet our strategic aims and all forms of fundraising are carefully monitored by our charity trustees to ensure cost-effectiveness and value for money. If you require further information, please reach out to us at [support@giveindia.org](mailto:support@giveindia.org).



## 26. MISCELLANEOUS

- These T&Cs constitute the entire agreement and supersedes every other agreement or arrangement we or have with User, and where GiveUK and Give Foundation US are involved, the specific terms as stated above shall form an integral part of these T&Cs.
- Notwithstanding anything elsewhere, if there are any conflicting provisions in Give Foundation US or GiveUK T&Cs, they shall supersede the conflicting provision contained anywhere else.
- 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.

## 27. CONTACT

In case of any further 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.***