



We do not provide any financial return in any form whatsoever, including but not limited to financial securities (debt or equity), interest, dividend, profit share, rewards in cash, to individuals who contribute on [www.fundindia.org](http://www.fundindia.org).

Any contribution on [www.fundindia.org](http://www.fundindia.org), by an individual, should not be construed as an investment in any form whatsoever.

1. The domain name [www.fundindia.org](http://www.fundindia.org) (hereinafter referred to as "Website") is licensed for use by Riyan Trading and Co, duly incorporated under the Indian Partnership Act, 1932, with its registered office at Register of Firm, Puducherry.
2. Your use of the Website and services and tools are governed by the following terms and conditions as mentioned herein as applicable to the Website including the applicable policies, which are incorporated herein by way of reference. If You transact on the Website, you shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, you shall be contracting with Riyan Trading and Co and FundINDIA and these terms and conditions including the policies constitute Your binding obligations, with FundINDIA.
3. For the purpose of these Terms of Use, wherever the context so requires 'You' or 'User' shall mean any natural or legal person which shall include both Donors / Contributors (as defined hereinbelow) and Campaigner (as defined hereinbelow) as and where applicable and to be understood so) who has agreed to become a member/user of the Website by providing Registration Data while registering on the Website or signing in through an Associated Partner (via the API), as a Registered User using the computer systems (all such Donors / Contributors/ and Campaigner shall hereinafter be collectively referred to as "User"). FundINDIA allows all person(s) to surf/explore the Website without registering on the Website. However, FundINDIA does not allow any contributors/donors to make financial contributions or contributions in kind to any of the campaigners with prior registration/signing in. The term "we", "us", "our" shall mean FundINDIA, and the term "you" and you're referred to herein shall deem to mean the User.
4. When You use any of the services provided by us through the Website, including but not limited to, (e.g., Reviews, Comments, Feedback, etc), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into these Terms of Use and shall be considered as part and parcel of these Terms of Use. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is the responsibility of the User to review these Terms of Use periodically for updates/changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions.

ACCESSING, BROWSING, OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by the FundINDIA Privacy Policy.

## **1. Services of FundINDIA**

(i) FundINDIA is a marketing service provider and the Website merely provides platform services that can be utilized by Users (being Donors / Contributors and Campaigners) and persons browsing/visiting the Website to reach a larger base



of people, organizations, and causes. FundINDIA is only providing a platform for communication and it is agreed that the transactions whether gratuitous or otherwise shall always be bipartite between the Donor / Contributor and the Campaigner.

(ii) The Website is a platform that Donors utilize to meet and interact with various Campaigner and the representatives of several non-profit organizations in India based on the representations of the campaigns started by such person(s) and/or a cause supported by such Campaigner and Non-Profit Organisations in India, enter into transactions for making contributions or sharing information. All information provided about the campaigns is that which is provided by the respective campaigner initiating the campaign and the non-profit organizations in India for which/on behalf of who the campaigns have been started to raise funds.

(iii) The User acknowledges that FundINDIA is only a marketing service provider and FundINDIA makes does not verify the bona fides and genuineness of campaigns, FundINDIA cannot and does not verify specific data provided by Campaigner. Therefore, FundINDIA shall not in any manner be responsible or held accountable for any transaction between the Users.

(iv) FundINDIA has limited control over all campaigns and information listed and/or advertised on the Website the Campaign generated information and is merely an intermediary and does not interfere in the transaction between Donors / Contributors and the Campaigner.

(v) It is hereby clarified that at no time shall FundINDIA hold any right, title or interest over the funds or rewards (except to the extent as stated herein) or have any obligations or liabilities in respect of such providing the same to the Donor / Contributor. FundINDIA is not responsible for the unsatisfactory or delayed performance of the campaign by the Campaigner.

## **2. Eligibility of the User (as defined herein below)**

(i) Use of the Site/Website is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Site/Website. If you are a minor i.e., under the age of 18 years, you shall not register as a member on FundINDIA and shall not transact directly (either contribute or campaign to receive donations/contributions) or use the website. As a minor, if you wish to use or transact on a website, such use or transaction may be made by your legal guardian, parents or through an organization / NGO competent to Contract on the Website. FundINDIA reserves the right to terminate your membership and/or refuse to provide you with access to the Website if it is brought to FundINDIA's notice or if it is discovered that you are under the age of 18 years.

(ii) Organizational Campaigner / Legal Person's Registration: If you are registering as an Organization / Entity or generally Legal Person, not being a natural person, you represent that you are duly authorized by the Organization / Entity Management to accept these Terms of Use and you have the authority to bind the Organization / Entity to these Terms of Use.

## **3. Campaigner**

(i) A Non-Profit Organization in India, which is registered on FundINDIA and/or a person who is a supporter or intends to further the cause of such Non-Profit



Organizations in India or an Individual with an Indian bank account or a private limited company with a bank account in India, is permitted to present/host a campaign on the Website of FundINDIA in accordance with the Policies which are incorporated by way of reference in this Terms of Use and any agreement entered into by FundINDIA and any such person (a Non-Profit Organization, an individual or a company in India registered with or is a member of FundINDIA and/or any person hosting a campaign on the Website of FundINDIA shall hereinafter collectively be referred to as a “Campaigner”).

(ii) A Campaigner is bound and legally liable to provide accurate, true, and correct information in respect of the details of the cause for which the campaign is hosted for and raising funds on our Website.

(iii) A Campaigner shall ensure that the description of the campaign must not be misleading and must describe the need and use of the funds to be raised. FundINDIA reserves the right to delete your campaign if it is brought to the notice of FundINDIA that the information provided by you is false, does not depict the true nature of the campaign, or is misleading in any manner.

(iv) A Campaigner shall ensure that the information and the Fundraiser do not infringe upon the intellectual property, trade secret, or other proprietary rights or rights of publicity or privacy rights of third parties. Campaign listings may only include text descriptions, graphics, and pictures that describe your campaign and the need and the use of the funds raised. If any rewards or promotions are being offered to the donors/contributors, you acknowledge the same if products, shall be kept in stock by you and if services personal or otherwise are fulfilled by you.

(v) It shall at all times be the responsibility of the Campaigner to furnish the Donor with an accurate progress report and any other information that may be required by the Donor to track the utilization of the funds donated by the Donor to the Campaigner via FundINDIA.

(vi) You further agree that by listing your campaign on the Website, you shall at all times abide by various laws applicable to You including but not limited to the Income Tax Act, 1961, the Foreign Contributions Regulation Act, 2010, the Information Technology Act, 2000 as well as all rules and regulations made under the respective laws and as amended from time to time.

#### **4. Donor**

1. Any person who fulfills the eligibility criteria set out in clause B above shall be permitted to donate an amount higher than Rs. 100 or USD 10 in value to any campaign started/listed on the Website by any of the Campaigners (“Donor”).

2. The Donor hereby agrees to make the payments for any campaign as per the terms and conditions stated herein.

3. The Donor further agrees and declares that the Donor is aware that FundINDIA has no responsibility to verify the accuracy of any statement and/or information furnished by the Campaigner with respect to any campaign pursuant to which the Donor has donated money (s) for any campaign via FundINDIA on the Website.

4. The donor will be sent timely updates about the progress/status of the fundraiser from both the campaigner and FundINDIA via SMS and email. In case one wants to opt-out of this service, they need to log into their FundINDIA profile and disable the communications for that campaign.



5. The Donor shall conduct their independent due diligence with respect to any information/campaign listed by a Campaigner (which includes the non-profit organization in India) before making any donations on the Website as FundINDIA shall not be responsible in any manner for any misrepresentation and/or false information that may be listed on the Website.

6. For every fundraiser that raises funds on FundINDIA, the system runs a thorough and in-depth check on the legitimacy of each donor's profile. In case of intimation of donations coming in from fraudulent sources, the compliance team holds the right to refund the transactions.

7. In the event a campaign is listed by any person on behalf of a non-profit organization in India, the Donor shall approach only the particular non-profit organization in India for which the Donor has donated the money to track the utilization of the funds or any other information that may be required by the Donor. The Donor hereby agrees and declares that the Donor is aware that FundINDIA shall at no point of time be held answerable or accountable for any money(s) once the funds donated have been handed over to the non-profit organization in respect of which donations have been made.

8. Impact Coupons - The user needs to log onto [Www.fundindia.org](http://Www.fundindia.org), where the person can browse all campaigns on FundINDIA and contribute INR 100 to any one campaign without paying anything using this coupon. User needs to be logged in via Facebook and can be used only once per user. Multiple usages by the same account will not be allowed.

## **5. User Account and Registration Obligations**

(i) By using the Website, you shall be responsible for maintaining the confidentiality of your Login Name and Password, and You shall be responsible for all activities that occur under your Login Name. You agree that if any information provided by You that is inconsistent, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is inconsistent, inaccurate, not current or incomplete, or not in accordance with these Terms of Use, we reserve the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse You access to the Website.

## **6. Communications**

(i) When You use the Website or send emails or other data, information or communication to FundINDIA, you agree and understand that You are communicating with FundINDIA through electronic records and You consent to receive communications via electronic records from FundINDIA periodically and as and when required. FundINDIA may communicate with You by email or by such other mode of communication, electronic or otherwise.

## **7. Platform for Information, Communication, and Transaction**

(i) The Website is a platform that Donors utilize to meet and interact with various Campaigner and the representatives of several Non-Profit Organizations in India based on the representations of the campaign started by such person(s) and/or a cause supported by such Campaigner and Non-Profit Organizations in India, enter into transactions for making contributions or sharing information. All information provided about the campaigns is that which various Campaigner provide.



(ii) The User acknowledges that FundINDIA is only a marketing service provider and FundINDIA does not verify the bona fides and genuineness of campaigns, FundINDIA cannot and does not verify specific data provided by Campaigner. Therefore, FundINDIA shall not in any manner be responsible or held accountable for any transaction between the Users. and the campaign.

(iii) All commercial/contractual terms are offered by and agreed to between the Campaigner and Donors / Contributors alone. The commercial/contractual terms include without limitation the representations made by the Campaigner including, amounts to be raised, use of the funds raised, costs incurred, payment methods, payment terms, warranties related to the final use of the funds, the effectiveness of the utilization of the funds, the impact of the campaign, the rewards offered by the Campaigner and the contributions made by the Users. FundINDIA does not have any control or does not determine or advise or in any way involve itself in either determining any details of the campaign or the offers of Campaigner or acceptance of such commercial/contractual terms between the Donors / Contributors and the Campaigner.

(iv) FundINDIA does not make any representation or warranty as to specifics (such as final utilization of funds, value, impact, rewards, etc.) of the campaigns on the Website other than those representations that are expressly made for individual campaigns. Notwithstanding any representations made, Users are free to independently verify the veracity of any statement made on the Website. FundINDIA does not implicitly or explicitly support or endorse any of the campaigns on the Website. FundINDIA accepts no liability for any errors or omissions, whether on behalf of itself or any of the Campaigner.

(v) FundINDIA is not responsible for any non-performance or under-performance of any of the commitments made by the Campaigner or for any contractual obligations (E.g., Rewards) entered into between Contributors and the Campaigner. FundINDIA cannot and does not guarantee that the concerned Campaigner will perform any commitment concluded on the Website. The Campaigner shall at all times be responsible for and ensure that the performance of the Rewards offered by them, in the event of any failure of the fulfillment of the obligations of the Campaigner, the same shall be settled between the parties directly and FundINDIA shall not be held responsible for any such default/non-performance of the obligations of the Campaigner and at no time shall FundINDIA be required to mediate or resolve any dispute or disagreement between Contributors and Campaigner. However, FundINDIA does welcome feedback as well as grievances of Users to be brought to its attention so that it may take steps that it deems appropriate for the improvement of the User experience on the Website

(vi) FundINDIA does not make any representation or warranty as to the campaign specifics (such as the eventual impact, use of funds, efficiency of Campaigner, etc) of any of its Campaigner. You are advised to independently verify the bona fides of any particular Campaigner that you choose to donate or contribute to, on the Website and use your best judgment in that behalf.

## **8. Charges**

(i) FundINDIA does not charge any fee for browsing on the Website. FundINDIA's charges are limited to the facilitation fee (including platform/collection fees and transactional charges) which is charged to the beneficiaries of the funds



raised on FundINDIA on the terms and conditions agreed to between FundINDIA and the beneficiaries of the funds independently. FundINDIA reserves the right to change its Fee Policy from time to time. In particular, FundINDIA may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In such an event FundINDIA reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be.

(ii) By agreeing to the Terms of use, you agree to FundINDIA's plans and pricing policy.

(iii) FundINDIA runs advertising campaigns on behalf of its campaigners for which it also deducts the full advertising expense other than the FundINDIA facilitation fee before transferring the funds to the beneficiary

## **9. General Rules for the Use of the Website**

You agree, undertake and confirm that your use of Website shall be strictly governed by the following binding principles:

(i) You shall not host, display, upload, modify, publish, transmit, update or share any information which:

(a) belongs to another person and to which You does not have any right to;

(b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

(c) is misleading in any way;

(d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

(e) harasses or advocates harassment of another person;

(f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";

(g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

(h) infringes upon or violates any third-party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];

(i) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

(j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

(k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;



(l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

(m) contains a video, photographs, or images of another person (with a minor or an adult).

(n) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

(o) engages in commercial activities and/or sales without our prior express and written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the Website;

(p) solicits gambling or engages in any gambling activity which FundINDIA, in Our sole discretion, believes is or could be construed as being illegal;

(q) interferes with another user's use and enjoyment of the Website or any other individual's user and enjoyment of similar services;

(r) refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

(s) Harms minors in any way;

(t) Infringes any patent, trademark, copyright, or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;

(u) Violates any law for the time being in force;

(v) Deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(w) Impersonates another person;

(x) 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 the value of, surreptitiously intercept or expropriate any system, data or personal information;

(y) threatens the unity, integrity, defense, security, or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any other nation.

(ii) You shall not use any "deep-link", "page-scrape", "robot", "spider" or another automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve our right to bar any such activity.

(iii) You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website



or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

(iv) You shall not probe, scan or test the vulnerability of the Website or any network, neither connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Website.

(v) You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about FundINDIA or the brand name or domain name used by FundINDIA, or otherwise engage in any conduct or action that might tarnish the image or reputation, of FundINDIA on any platform or otherwise tarnish or dilute any of FundINDIA's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or FundINDIA systems or networks, or any systems or networks connected to FundINDIA.

(vi) You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

(vii) You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

(viii) You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use or to solicit the performance of any illegal activity or other activity which infringes the rights of FundINDIA and/or others.

(ix) You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules made thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules, and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws (specifically the Foreign Contribution Regulation Act, 2010 and the rules made thereunder), Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/ VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding your use of our service. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force. Further, no donation or contribution either for reward or otherwise shall be made for any reason or as consideration for any transaction other than which is the subject of the campaign and in no event shall any donation or contribution be used for any purpose that is considered unlawful or against public policy as per the applicable laws in India.

(x) Solely to enable us to use the information You assign to us rights, You might have in your Information, You agree to grant us a non-exclusive, worldwide,





perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to your Information. We will only use your information in accordance with the Terms of Use and Privacy (xi) From time to time, You shall be responsible for providing information relating to the donations/contributions made by you and required to be disclosed under applicable laws. In this connection, You undertake that all such information shall be accurate in all respects and that only You shall be solely responsible for any incorrect or knowingly false information provided by You.

(xii) You shall not engage in advertising to, or solicitation of, other users of the Website to Campaigns or services, including, but not limited to, campaigns related to those being displayed on the Website or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Website. It shall be a violation of these Terms of Use to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than us without our prior explicit consent. In order to protect our users from such advertising or solicitation, we reserve the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period which we deem appropriate in our sole discretion. You understand that we have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with an investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or summons. In addition, we can (and You hereby expressly authorize us to) disclose any information about You to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

(xiii) We reserve the right but have no obligation, to monitor the materials posted on the Website by Campaigner or generally by Users on any one of the interactive platforms provided on the Website. FundINDIA shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES. Please be advised that such Content posted does not necessarily reflect FundINDIA's views. In no event shall FundINDIA assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortuous, or otherwise unlawful information.

(xiv) Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such



advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

(xv) It is possible that other Users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Website You acknowledge and agree that we are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.

(xvi) FundINDIA shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

(xvii) [www.fundindia.org](http://www.fundindia.org) ("FundINDIA," "we," "us," "our") provides its services (described below) to you through its website located at [www.fundindia.org](http://www.fundindia.org) (the "Site") and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the "Services"), subject to the following Terms of Service (as amended from time to time, the "Terms of Service"). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will notify you, either through the Services user interface, in an email notification or through other reasonable means, and unless otherwise stated, FundINDIA may communicate with you officially by any reasonable means now known or later developed. These currently include email, regular mail, and postings on the Site. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that (i) changes addressing new functions of the Services or changes made for legal reasons will be effective immediately, and (ii) changes or modifications to the provisions therein. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Service. In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Services from time to time, including, without limitation, the Privacy Policy. All such terms are hereby incorporated by reference into these Terms of Service.

Finally, we encourage you, particularly if you intend to donate to a FundINDIA campaign, to review the Fees section of these Terms of Service.

(xviii) Services Description: The Services are offered as a platform (the "Platform") to users of the Services, which may include Campaign Organizers (interchangeably used with "Campaigners") and Donors (each defined herein) and other registered users of the Services (which may include users who simply "like" Campaigns or otherwise interact with the Site or Services). Among other features, the Services are designed to allow a user (a "Campaign Organizer") to post a fundraising campaign ("Campaign") to the Platform to accept monetary donations ("Donations") from those registered users wishing to contribute funds to the Campaign ("Donors"). For purposes hereof, the term "Campaign Organizer" shall



also be deemed to include any individual(s) designated as a beneficiary of a Campaign. Although there are no fees to set up a Campaign, a percentage of each Donation will be charged as fees for our Services and those of our third-party payment processors. Please see our Pricing section for details.

The Services are a Platform; We are not a Broker, Financial Institution, Creditor or Charitable Institution: The Services are an administrative platform only. FundINDIA facilitates the Donation transaction between Campaigners and Donors, but is not a party to any agreement between a Campaigner and a Donor, or between any user and a Charity. FundINDIA is not a broker, agent, financial institution, creditor or insurer for any user. FundINDIA has no control over the conduct of, or any information provided by a Campaigner or a Charity, and FundINDIA hereby disclaims all liability in this regard. Anyone is free to report issues related to a Campaign on FundINDIA, and FundINDIA will take necessary action to the best of its abilities. FundINDIA does not guarantee that a Campaign or a Charity will obtain a certain amount of Donations or any Donations at all. We do not personally endorse any Campaign, Campaigner, or Charity, and we make no guarantee, explicit or implied, that any information provided through the Services by a user is accurate. We expressly disclaim any liability or responsibility for the success of any Campaign, or the outcome of any fundraising purpose. You, as a Donor, must make the final determination as to the value and appropriateness of contributing to any Campaign, Campaigner, or Charity. You can write to us for any clarification, and we shall make our best effort to share the information that we have.

While we try our best to do so, we cannot and do not verify 100% of the information that Campaigners supply. We try our best to see that Donations are used in accordance with the stated fundraising purpose; we also collect documents before disbursing Donations to the Campaigner in many cases. However, please understand that we cannot guarantee that 100% of the time Donations will be used in accordance with any fundraising purpose prescribed by a Campaigner or Charity. We assume no responsibility to verify whether the Donations are used in accordance with any applicable laws, and such responsibility rests solely with the Campaigner or Charity, as applicable. While we have no legal obligation to verify that the use of any funds raised is in accordance with applicable law and these Terms of Service, we try to do the verifications for many campaigns and more important we take possible fraudulent activity and the misuse of funds raised very seriously. If you have reason to believe that a Campaigner or Charity is not raising or using the funds for their stated purpose, please use the "Report" button on the Campaign to alert our team of this potential issue and we will investigate to the best of our abilities.

You, as a Campaigner, represent, warrant, and covenant that (i) all information you provide in connection with a Campaign is accurate, complete, and not otherwise designed to mislead, defraud or deceive any user; and (ii) all Donations contributed to your Campaign will be used solely as described in the materials that you post; and (iii) you will comply with all relevant local, state, and Union laws applicable to you when you solicit funds, particularly but not limited to laws relating to your marketing and solicitation for your project. We reserve the right to provide information relating to your Campaign with donors and beneficiaries of your Campaign, and with law enforcement or to assist in any investigation. The terms and conditions that apply to a Campaign Organiser (Campaigner) are:



- You are solely responsible for utilizing the funds for the Purpose mentioned in our fund-raising page. FundINDIA is not responsible in any way whatsoever towards the end utilization of funds.
- This fund-raising page on the Platform will be available to the general public for contributions from the time you published the page on the Platform, and if your campaign is not rejected by FundINDIA. You may or may not be able to raise the targeted amount in the designated period. FundINDIA can reject your fundraiser for inappropriate or insufficient content, at its sole discretion.
- FundINDIA will not be responsible in any way whatsoever for the amount of contributions received. It will be your sole responsibility to address any query on objection, from a donor, in regards to utilisation of funds.
- FundINDIA will collect contributions online and will send the contributions to your designated bank account upon completion of statutory verification. You can raise withdrawal requests post approval of the campaign by FundINDIA. FundINDIA will process fund transfer, post receipt of your withdrawal request.
- You understand that FundINDIA or its affiliates do not own the funds. At the time of transfer of funds, you will receive contributions net of FundINDIA Fees, Payment Gateway Fees, applicable taxes, or any other fees mutually agreed upon between you and FundINDIA. For a check, please look at the fees on our Pricing Page.
- In case of contributions outside India, you agree that you have the necessary regulatory permissions to receive such funds, Such permissions include but are not limited to the Foreign Contributions Registration Act (FCRA), and others mandated by regulatory authorities.
- If you are an organization, eligible to issue tax deduction certificates to your donors, FundINDIA will facilitate the process through its proprietary software application on your behalf. However, it is your sole responsibility to ensure that you have the necessary approvals and certificates to issue such tax-deductible receipts to your donors. FundINDIA will not have any liability, in any form whatsoever, in this regard.
- You hereby indemnify and agree to keep indemnified and hold safe and harmless FundINDIA, its Directors, employees, and agents against all such liabilities or claims and also against any loss or damage that may arise on the Party, its Directors, employees, and agents on account of acts of omission, utilization of funds by us on anything other than the stated Purpose, lack of necessary regulatory approvals for receipt of funds in any form or for carrying out the activities required for the execution of the Purpose. The indemnities if any shall survive beyond the period of the Agreement. Please read details of the indemnities in the section below in this page.
- In no event will the Company be liable for any indirect, incidental, or consequential damages (including loss of profit or business), howsoever arising, whether under contract, tort or otherwise, even if informed of the possibility of the same.
- This Agreement shall be valid for a period of 1800 days from the time the user clicks on to agree on the Terms of Use on the platform either while setting up a campaign or making a contribution. The Company may terminate the agreement at any point of time should it have material evidence of wrong utilization of funds, or absence of requisite regulatory approvals to raise funds or carry out the Purpose.



## **10. Contents Posted on Site**

(i) All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, and artwork (collectively, "Content"), is third-party user-generated content and FundINDIA has no control over such third-party user-generated content as FundINDIA is merely an intermediary for the purposes of this Terms of Use.

(ii) Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website or another medium for publication or distribution or for any commercial enterprise, without FundINDIA's express prior written consent.

## **11. Limited License**

(i) FundINDIA grants Campaigner's a limited, non-transferable, non-exclusive, non-sublicensable, non-assignable, and personal license to use "Funds raised through FundINDIA", "Powered by FundINDIA" and/or "via FundINDIA" name and/or logo on Campaigner' invoice/certificate of donation for transactions concluded on the Website. Further, FundINDIA grants Campaigner a limited, non-transferable, non-exclusive, non-sublicensable, non-assignable, and personal license to use "www.fundindia.org" name and/or logo on stationery used by the Campaigner for delivery of Communications / Receipts / Certificates, etc. provided on the Website.

## **12. Linked Websites / APIs/Social Networking Sites**

(i) FundINDIA does not take responsibility or liability for the actions, products, content, and services on the Website, which are linked to Affiliates and/or third-party websites using the Website's APIs or otherwise. In addition, the Website may provide links to the third-party websites of our affiliated companies and certain other businesses for which, FundINDIA assumes no responsibility for examining or evaluating the products and services or generally information offered by them. FundINDIA does not warrant the offerings of, any of these businesses or individuals or the content of such third-party website(s). FundINDIA does not endorse, in any way, any third-party website(s) or content thereof.

The Services may provide or facilitate, or third parties may provide, links or other access to other sites, services, and resources on the Internet. FundINDIA has no control over such sites, services, and resources and FundINDIA is not responsible for and does not endorse such sites, services, and resources. You further acknowledge and agree that FundINDIA will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods, or services available on or through any such site, service or resource. Any dealings you have with third parties found while using the Services are between you and the third-party, and you agree that FundINDIA is not liable for any loss or claim that you may have against any such third party.

You may enable or log into the Services via various online third-party services, such as social media and social networking services like Facebook or Twitter ("Social Networking Services"). By logging in or directly integrating these Social Networking



Services into the Services, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and FundINDIA's use, storage, and disclosure of information related to you and your use of such services within FundINDIA (including your friend lists and the like), please see our Privacy Policy. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and FundINDIA shall have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Services.

In addition, FundINDIA is not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Social Networking Services. As such, FundINDIA is not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Social Networking Services. FundINDIA enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

### **13. Privacy**

(i) We view the protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information are some of our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at ([link to FundINDIA's Privacy Policy](#)). If You object to Your Information being transferred or used in this way please do not use the Website.

### **14. Disclaimer of Warranties and Liability**

(i) This Website, all the materials and information (including but not limited to campaigns) and services, included or otherwise made available to You through this site are provided on a "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the foregoing paragraph, FundINDIA does not warrant that:

- This Website will be constantly available, or available at all; or
- The information on this Website is complete, true, accurate or non-misleading save and except as provided herein and which information is provided by the Campaigner themselves and none that which is provided or verified by FundINDIA.

(ii) FundINDIA will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. Nothing on the Website constitutes or is meant to constitute, advice of any kind.



(iii) You will be required to enter a valid phone number and e-mail address while making a donation/contribution on the Website. By registering Your phone number and e-mail address with us, You consent to be contacted by us and/or the Campaigner via phone calls and/or SMS notifications, in case of any reward or delivery-related updates. We will not use your personal information to initiate any promotional phone calls or SMS unless the same is consented to by you. unless the same is consented to by you.

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FundINDIA AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FundINDIA AND ITS AFFILIATES MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

#### **15. Financial Transaction Facility - Donors / Contributors**

(i) While availing any of the payment/donation/contribution method/s available on the Website, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

- Lack of authorization for any transaction/s, or
- Exceeding the preset limit mutually agreed by You and between your

"Bank/s", or

- Any payment issues arising out of the transaction, or
- Decline of transaction for any other reason/s

(ii) All payments made towards the donations/contributions on the Website by you, shall be compulsorily in Indian Rupees acceptable in the Republic of India if you are an Indian National. Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website if you are an Indian National. All payments made towards the donations/contributions on the Website by you, shall be compulsorily through the Foreign Payment Gateway if you are not an Indian National. The website will not facilitate transactions through the Indian Payment Gateway with respect to the donations/contributions made on the Website if you are not an Indian National.

(iii) You have categorically authorized FundINDIA or its service providers (like but not limited to payment gateways, banks, and marketplace settlement providers like PayU, Razorpay, Stripe, Billdesk, Paytm, HDFC Bank, RBL, Bank, Gocashfree) to collect, process, facilitate and remit payments and/or the Transaction Price electronically or through Gharpay (or any other authorized agent) to and from other Users in respect of transactions through Payment Facility. Your relationship with FundINDIA is on a principal to principal basis and by accepting these Terms of Use you agree that FundINDIA is an independent contractor for all purposes, and does



not have control of or liability for the campaigns that are listed on FundINDIA's Website wherein money is transacted by using the Payment Facility.

(iv) You understand, accept, and agree that the payment facility provided by FundINDIA is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through, collection and remittance facility for the Transactions on the FundINDIA Website using the existing authorized banking infrastructure Credit Card payment gateway networks and settlement service providers. Further, by providing a Payment Facility, FundINDIA is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.

(v) FundINDIA reserves the right to refuse to process Transactions by Donors / Contributors with a prior history of questionable transactions including without limitation to collusion between the Donor and Campaigner to bring about a false impression or mislead other Users of the Website or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

(vi) FundINDIA may delay notifying the payment/transaction confirmation i.e. informing Campaigner if FundINDIA deems suspicious. In addition, FundINDIA may hold transaction price/amount and inform law enforcement officials (instead of refunding the same to Donor) at the request of law enforcement officials or in the event the Donor / Contributor or Campaigner for that matter, is engaged in any form of illegal activity.

(vii) The Donor / Contributor acknowledges that FundINDIA will not be liable for any damages, interests, or claims, etc. resulting from not processing a Transaction / Transaction Price or any delay in processing a Transaction / Transaction Price which is beyond the control of FundINDIA.

(viii) FundINDIA shall make payments, net of its costs, charges, and fees into the bank account provided by the Campaigner during the Campaigner Registration process. Once FundINDIA has made payments into such bank account number FundINDIA shall be discharged of any/all liability towards the Campaigner and contributors/donors and the Campaigner, donors, contributors shall not be eligible for any claims and/or refunds thereof.

## **16. Financial Transaction Facility - Campaigner**

(i) You, as a Campaigner, shall be required to register yourself with FundINDIA and provide FundINDIA with all the necessary information as may be deemed by FundINDIA from time to time including but not limited to banking details/income tax details such as PAN and registration certificates under various provisions and laws, etc. Further, fulfill the commitments made to the Donor / Contributor in the manner as detailed in the Campaign and in a timely manner. FundINDIA may seek information regarding the use of the funds raised by the Campaigner even after the Campaign has ended and provided the details to the Donors / Contributors.

(ii) The funds collected towards each Campaign shall be transferred to you (net of FundINDIA Fees, payment gateway charges, and applicable taxes) as per the details provided by you after 15 days of completion of the Campaign or as per withdrawal request. If at any time either during or after the Campaign, you are unable to fulfill your commitments, or out of requirement under law, you shall return the money to the Donor / Contributor within a timely manner.





(iii) Remittances to the Campaigner for their successful transactions under Payment Facility excluding Cheque Payments transactions would be in compliance with directions issued by Reserve Bank of India for opening and operation of accounts and settlement of payments for electronic payment transactions involving intermediaries vide its notification RBI/2009-10/231 DPSS.CO.PD.No.1102 / 02.14.08/ 2009-10 dated November 24, 2009 ("RBI Intermediary Guidelines").

Remittance to the Campaigner for Cheque Donations / Contributions shall be made through Cheque/ Demand Draft or Online Bank Transfer to Campaigner Bank A/c.

(iv) As per the above guidelines, the Campaigner expressly agrees that the next working day following the day the Campaign ends or is determined, shall be deemed to be the day that the transaction between the Donor / Contributor is completed. FundINDIA shall settle all amounts net of its fees to the accounts of the Campaigner in accordance with the rules set out by the Reserve Bank of India in the Intermediary Guidelines.

(v) If for any reason there is a chargeback on a transaction/donation to FundINDIA and if the funds are already transferred by FundINDIA to the campaigner/beneficiary the campaigner/beneficiary will be liable to refund the amount that has been chargeback to FundINDIA.

#### **17. Compliance with Laws:**

(i) The Donor / Contributor shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made thereunder, Foreign Contribution Regulation Act, 2010 and the Rules made there under, Income Tax Act, 1961 and the Rules made there under, Export-Import Policy of government of India) applicable to them respectively for using Payment Facility and FundINDIA Website.

#### **18. Donor's / Contributors arrangement with Issuing Bank:**

(i) All Valid Credit/Debit/Cash Card and other payment instruments are processed using a Credit Card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the Donor / Contributor and the respective Issuing Bank and payment instrument issuing company.

(ii) All Online Bank Transfers from Valid Bank Accounts are processed using the gateway provided by the respective Issuing Bank, which supports the Payment Facility to provide these services to the Users. All such Online Bank Transfers on Payment Facility are also governed by the terms and conditions agreed to between the Donor / Contributor and the respective Issuing Bank.

#### **19. Breach**

(i) Without limiting other remedies, we may limit Your activity, immediately remove Your information, warn other Users of Your actions, immediately temporarily/indefinitely suspend or terminate or block Your membership, and/or refuse to provide You with access to the Website in the event, but not limited to:



- If You breach the Terms of Use or Privacy Policy or other Policies if any;
  - If we are unable to verify or authenticate any information You provide;
- or
- If it is believed that Your actions may cause legal liability for You, other users, or us.

(ii) We may at any time at our sole discretion reinstate suspended users. A user that has been suspended or blocked may not register or attempt to register with us or use the Website in any manner whatsoever until such time that such user is reinstated by us. Notwithstanding the foregoing, if You breach the Terms of Use or Privacy Policy or other ruler and policies, we reserve the right to recover any amounts due and owing by You to us and to take strict legal action including but not limited to a referral to the appropriate police or other authorities for initiating criminal or other proceedings against You.

## **20. Indemnity**

(i) The Campaigner shall indemnify and hold harmless FundINDIA, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, against all claim, actions, penalties, prosecution, proceedings demand losses, disputes, charges, penalty, costs and expenses including reasonable attorneys' fees, that may arise or may be incurred by FundINDIA as consequence of any default, breach, non-observance, nonperformance or negligent act whatsoever by the Campaigner of any terms, conditions, stipulations, provisions and/or violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third-party more particularly stated herein and/or in any individual agreements executed by FundINDIA and the User.

(ii) You agree to release, indemnify and hold FundINDIA and its affiliates and their officers, employees, directors, and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any Donation, any loan, any Campaign, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another.

## **21. Waiver**

(i) The User hereby agree and state that FundINDIA is only a service provider to enable the Non-Profit Organizations in India and Campaigner to market/publicize/create awareness/advertise their respective cause/campaigns and FundINDIA shall in no way be responsible for the performance and/or liable for any misrepresentation of any information provided by the Campaigner in any manner whatsoever and the User hereby waives his/her/their/its right to bring any action/cause/dispute against FundINDIA for any reason whatsoever.

## **22. Modifications and Alterations**

(i) The User shall be entitled to avail the service of FundINDIA via its website and otherwise subject to the terms, conditions, provisions, and stipulations mentioned in this Terms of Use and/or any other document, agreement, or witing



executed/ entered into by FundINDIA and the User individually and any modifications alterations made therein by FundINDIA from time to time.

(ii) Further, FundINDIA shall at its discretion be entitled to modify the terms and conditions of the terms of use and qualifications and conditions mentioned herein. The User at all times shall be bound by the rules/regulations/qualifications/conditions (as may be altered) at all times and no person shall be entitled to dispute/challenge any such modifications/alterations undertaken by FundINDIA from time to time.

### **23. Intellectual property rights**

Services Content, Software, and Trademarks: You acknowledge and agree that the Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by FundINDIA, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Services. In connection with your use of the Services, you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by FundINDIA from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith are the property of FundINDIA, our affiliates, and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by FundINDIA.

The FundINDIA name and logos are trademarks and service marks of FundINDIA (collectively the "FundINDIA Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to FundINDIA. Nothing in this Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of FundINDIA Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of FundINDIA Trademarks will inure to our exclusive benefit.

Third-party Material: Under no circumstances will FundINDIA be liable in any way for any content or materials of any third parties (including users and Campaign Organizers), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that FundINDIA does not pre-screen Content, but that FundINDIA and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, FundINDIA and its designees will have the right to remove any content that violates these Terms of Service or is deemed by FundINDIA, in its sole discretion, to be otherwise objectionable.



User Content Transmitted Through the Services: With respect to the content, photos, images, trademarks, logos, brands or other materials you upload or post through the Services or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy-related thereto. By uploading any User Content you hereby grant and will grant FundINDIA and its affiliated companies a nonexclusive, worldwide, royalty-free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any User Content contains your name, image, or likeness, you hereby release and hold harmless FundINDIA and its contractors and employees, from (i) all claims for invasion of privacy, publicity, or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image or likeness). Further, if any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers, and releases from such person(s) for the benefit of FundINDIA in a manner fully consistent with the licenses, waivers, and releases set forth above. You further acknowledge that your participation in the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or FundINDIA's exploitation thereof), and that the sole consideration for the subject matter of this agreement is the opportunity to use the Services.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Services ("Submissions"), provided by you to FundINDIA are non-confidential and FundINDIA will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that FundINDIA may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws, or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of FundINDIA, its users or the public.

Copyright Complaints: FundINDIA respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify FundINDIA of your infringement claim in accordance with the procedure set forth below.

FundINDIA will process and investigate notices of alleged infringement and will take appropriate actions under the applicable intellectual property laws with respect to



any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to FundINDIA's Copyright Agent at [contactus@fundindia.org](mailto:contactus@fundindia.org) (Subject line: "Takedown Request").

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, with enough detail that we may find it on the Services;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Bangalore, Karnataka, India, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received, FundINDIA will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, FundINDIA has adopted a policy of terminating, in appropriate circumstances and at FundINDIA's sole discretion, users who are deemed to be repeat infringers.

FundINDIA may also at its sole discretion limit access to the Services and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **24. Applicable Law & Jurisdiction**



(i) Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. By agreeing to these Terms of Use you expressly agree that the place of jurisdiction shall be exclusively in Mumbai. FundINDIA is based in India in all respects. The Campaigns that are hosted by FundINDIA are also based in India. The Website may be accessed by persons residing / living in countries other than India as well. FundINDIA welcomes Foreign Donors / Contributors to participate in campaigns by making donations and contributions which shall be subject to the existing Indian laws. Those who choose to access this site from other locations/Countries other than India do so on the understanding that all transactions are bipartite in nature between the Campaigner and the Donor / Contributor. FundINDIA shall not be held liable for any dispute between the two parties. For any disputes involving FundINDIA whether as a formal party or otherwise, the jurisdiction shall exclusively be with the courts in Mumbai, India.

## **25. Dispute Resolution**

(i) Any dispute involving FundINDIA, whether as a formal party or otherwise shall be resolved by Arbitration of a sole Arbitrator appointed by FundINDIA and in accordance with the Indian Arbitration and Conciliation Act, 1996. The seat of Arbitration shall be in Mumbai and the language to be used in all proceedings shall be English.

(ii) FundINDIA and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Terms of Service.

References to "FundINDIA", "we", "you", and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or devices under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and FundINDIA are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Terms of Service.

## **26. Limitation of Liability**

(i) In no event shall FundINDIA be liable for any incidental, indirect or consequential damages of any kind in connection with these terms of use. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER FundINDIA NOR ITS AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF



PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FundINDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL FundINDIA's TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID FundINDIA IN THE LAST SIX (6) MONTHS, OR, IF GREATER, Two Thousand Indian Rupees (Rs. 2000).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS

Most user concerns can be resolved quickly and to the user's satisfaction by emailing FundINDIA support at [contactus@fundindia.org](mailto:contactus@fundindia.org) In the unlikely event that our user support team is unable to resolve a complaint you may have (or if FundINDIA has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration, mediation, or small claims court instead of in courts of general jurisdiction. Arbitration, which is often cheaper, faster and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award. Also, in any arbitration under this arbitration provision in which you seek less than Rs. 200,000 in damages, FundINDIA will pay reasonable attorneys' fees should you prevail. FundINDIA will not seek attorneys' fees from you. However, if you initiate an arbitration in which you seek more than Rs. 200,000 in damages, the payment of attorneys' fees will be governed by the applicable rules (as defined below). Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

## **27. Termination**

You agree that FundINDIA, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Services, for any reason, including, without limitation, for lack of use or if FundINDIA believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or



illegal activity that may be grounds for termination of your use of Services, may be referred to appropriate law enforcement authorities. FundINDIA may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that FundINDIA may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that FundINDIA will not be liable to you or any third party for any termination of your access to the Services.

## **28. User disputes**

You agree that you are solely responsible for your interactions with any other user in connection with the Services and FundINDIA will have no liability or responsibility with respect thereto. FundINDIA reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Services.

## **29. General**

These Terms of Service constitute the entire agreement between you and FundINDIA and govern your use of the Services, superseding any prior agreements between you and FundINDIA with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of Karnataka without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and FundINDIA agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Bangalore, Karnataka. The failure of FundINDIA to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of FundINDIA, but FundINDIA may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Services.





At FundINDIA, we respect the privacy of our users. For details, please see our Privacy Policy. By using the Services, you consent to our collection and use of personal data as outlined therein. Also, by continuing to the next step you are willingly giving FundINDIA permission to contact you via WhatsApp, Email, SMS, and other modes of communication.

### **30. Contact Us**

Please send any questions or comments regarding this Website to [contactus@fundindia.org](mailto:contactus@fundindia.org)

### **31. Grievance officer**

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

**FundINDIA,**

Riyan Trading and Co,  
103, Dass Complex,  
Krishna Nagar Main Raod,  
Lawspet, Puducherry – 605008,  
Phone: +91- 99943 - 79147  
Email: [contactus@fundindia.org](mailto:contactus@fundindia.org)  
Time: Mon – Sat (9:00 – 18:00)