

Terms and Conditions for Platform

1. General

Thank you for visiting our website.

1.1. Who owns the Platform?

- The domain name <https://www.giveindia.org/> (**Platform**) is owned and operated by Give Foundation, a Section 25 company incorporated under the Companies Act, 1956, with its registered office at No. A-1202, Mantri Espana Apts, Kariyammanna Agrahara, Bellandur, Bengaluru, Karnataka-560103, and its principal place of business at 1st floor, Rigel, No. 15-19, Doddanekkundi, Marathahalli, Outer Ring Road, Bengaluru, Karnataka-560037.
- Give Foundation is engaged in charitable activities, involving education, medical relief, relief to the poor, and preservation of environment (including watersheds, forests, and wildlife), either directly or indirectly by supporting other organisations to carry out the aforesaid charitable activities. Further, Give Foundation collaborates with Give Foundation Inc. for purposes of certain specified aspects as stated in these Terms and Conditions. Give Foundation Inc. is a non-profit corporation registered under Section 501(c)(3) of the Internal Revenue Code, 1986 of the United States of America, having its registered office at 11040 Bollinger Canyon Road, Suite E-958, San Ramon, California 94582.
- In the context of these Terms and Conditions, **Give Foundation, we, our, us** expressions shall unless it be repugnant to the context or meaning thereof, refer to Give Foundation, and their permitted successors or assigns, and to the extent relevant may refer to Give Foundation Inc.

2. Terms

- **User** or **You** in these Terms and Conditions means and includes **(i)** donors (*individual(s) or employees of corporate entities*) who donate money to charitable projects on the Platform (**Donors**), or **(ii)** NGOs, or **(iii)** visitors who are browsing the Platform.
- All Users of the Platform are required to read and understand these Terms and Conditions, and the Privacy Policy as amended from time to time carefully (collectively referred as **T&C**).
- All Users by using the Platform signify their consent to the T&Cs before they or their representatives (including but not limited to officers, agents, directors, governing body members, and other representatives) access or use the Platform.
- Upon User consent, these T&Cs shall constitute a legal and binding electronic contract **(i)** between User (and its representatives) and Give Foundation, and **(ii)** to the extent relevant, between User (and its representatives) and Give Foundation Inc. These T&Cs shall govern User's access and use of the Platform. In the event that there is a conflict between the T&Cs with other terms and provisions existing elsewhere, the requirement under the T&Cs shall prevail, unless specified otherwise in writing. If User does not want to consent to the T&Cs, we request you not to use or access the Platform in any manner.
- We reserve the right to amend the T&Cs, in whole or in part, from time to time.
- User's continued use of the Platform, post any update to the T&Cs would mean acceptance on User's part to the amendments made herein. If User does not agree to such amendments,

User must contact us at info@giveindia.org. The amended T&Cs shall be made available on the Platform promptly, and hence, Users are required to review the T&Cs periodically to keep themselves aware and up to date.

3. **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 NGOs and other legal persons:** If you are accessing or using the Platform as an NGO or generally as a legal person, not being a natural person, you represent that you are duly authorized by the organization to accept these T&Cs, and you have the authority to bind the organization to these T&Cs.

4. **Platform Services**

- The Platform **(i)** enables certain donors to subscribe and donate a certain amount on a monthly basis to NGO's charitable programs and activities (**Subscriptions**), and **[(ii)** provides information about donations made from monthly salary towards various charitable projects or activities of an NGO (**Workplace Giving** or **WPG**).
- These are the only services enabled through the Platform, with us acting as intermediaries, and except for any donations retained by us (*as explained below*), all transactions shall always be between the Donor and the recipient NGO or the employer.

5. **Subscriptions**

- Subscriptions refer to fixed monthly contributions made by Donor towards social and charitable impact missions/programs operated and managed by one or multiple NGOs.
- Subscriptions are created, initiated, and operationalized for the NGO by Give Foundation on the Platform.

Registration

- User may view certain sections on the Platform for Subscriptions without registering, but as a condition for viewing all sections of the Platform, Users are required to register with Give Foundation, for which they will be required to provide certain details. User represents and warrants that the information provided is accurate and up to date, and shall be maintained as such at all times. Failure to do so shall constitute a breach that may result in immediate termination of the User's account.
- During the use and access of the Platform, Users must ensure that the username and password are kept confidential at all times, and not disclosed to any third party. We do not allow multiple Users to use the same username and password. Users are required to immediately notify us in writing of any unauthorized use of their account, or other known account-related security breach.

Collection and disbursement

- INR donations made on the Platform in India are collected by Give Foundation. These donations are thereafter disbursed to the NGO
- Donations in any other currency shall be collected by Give Foundation Inc., and thereafter disbursed to the NGO.
- At the time of making any disbursements to NGOs, e-mail will be sent to the NGO specifying the amount disbursed to it. The NGO is required to send an e-mail acknowledging the receipt of the funds disbursed.
- Give Foundation or Give Foundation Inc., as the case may be, retain 10% of all subscription amounts remitted to the NGO through the Platform for undertaking its own charitable activities and this amount is a donation to Give Foundation or Give Foundation Inc.
- It is clarified and agreed that the donation retained is not a consideration for any supply of goods or services by Give Foundation or Give Foundation Inc.
- Give Foundation or Give Foundation Inc. shall not be responsible or assume liability in respect of any loss or damage, directly or indirectly, arising to User while availing any payment methods, including any due to lack of authorization for any transactions, payment issues, pre-set limits with banks, declined transaction, etc. While third part payment service provider processes payment transactions, they are privy and process your personal information, and such processing will be solely their responsibility, and we are not liable for any breach, or harm, or unauthorized use of personal information of any kind by such payment gateway service provider.

6. Additional terms for Workplace Giving

Workplace Giving is a simple, tax-efficient way for corporate employees to collaborate and contribute towards any charitable and impact project of any NGO.

Registration

- Donors are required to create a profile on the Platform. Donor 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's account.
- Donors can use their profile on the Platform only to access, view their donations, NGOs and charitable projects as well as download fund allocation report.

Contribution and allocation

- In order to participate in WPG, and donate to an NGO, the Donor and the employer must agree on monthly contributions, in writing, to make deductions from the Donor's monthly salary.
- NGOs can be selected by the Donor, or the employer on behalf of the Donor. If not so selected, Give Foundation reserves the right to select the NGOs. However, it is clarified that Give Foundation shall not be liable in any manner for actions or omissions of the selected NGOs.

- All information about the Donors and the donations are hosted on the Platform on the employer's customized online portal, which can only be accessed through the specific login credentials of the Donor.

Disbursements

- All donations collected are disbursed by the employer to Give Foundation along with relevant details about Donors and the donations.
- In the event there are unutilized funds remaining in the Donor's account, then in such case the Donor shall have the discretion to direct Give Foundation to allocate funds to a specific charitable project of the NGO.
- At the time of making any disbursements to NGOs, e-mail shall be sent to the NGO specifying the amount disbursed to it. NGO is required to send an e-mail acknowledging the receipt of the funds disbursed.

Donor conditions for WPG

- The employer is solely responsible for making deductions, collections, and making disbursement to Give Foundation of the entire corpus of donations made by Donors. It is clarified and agreed that Give Foundation shall not be liable in any manner for any failure on the part of the employer to perform any of its obligations.

7. General conditions and representations for NGOs

Every NGO using the Platform agrees, and represents that:

- 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);
- its purpose and objects as well as the specific projects listed by NGO on the Platform are solely charitable in nature, and does not include any activity that will be pursued for generation of profit or surplus income;
- it shall adopt transparent practices, and shall share necessary reports or information on the usage/deployment of donation for the purpose and progress of the project for which it received donation in the manner specified in these T&Cs;
- while carrying on its activities, it does not adopt discriminatory practices on the basis of caste, creed, gender, religion, race, sexual orientation, or any other discriminatory, sectarian or prejudicial basis in its programs, operations or other external or internal processes;
- it maintains all licenses and permits required under applicable law for raising donations, carrying out the purposes and its activities in general, including valid Foreign Contribution Regulation Act (FCRA) registration where it wishes to receive foreign donations, and compliance with applicable law for the purposes of receiving foreign donations;
- it and its representatives while performing any action under these T&Cs shall adhere to the terms herein, any 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;

- it 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;
- it and its representatives, including affiliates and sister concerns are not subjected to any sanctions, fines, trade restrictions, other economic and financial prohibitions, or blacklisting by any government agency in India, United States of America, or elsewhere in the world;
- the posting of materials and information on the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights, moral rights, intellectual property rights or any other rights of any person;
- all documents and information provided at time of registration and during the use and access of the Platform are true and valid;
- it shall provide accurate, true, and correct information and description about the associated cause, beneficiaries, target amount to be raised, and other details; Give Foundation may verify the information provided at any time and we reserve the right to remove the NGO from the Platform, if we learn that the information is false or does not depict the true nature or is misleading in any manner;
- it shall ensure that all donations received are used within a reasonable time limit and for the selected purpose; and in case of inability to do so, communicate the same to us;
- it has not abetted or committed any unlawful activity;
- it shall bear any and all applicable tax liabilities on the donations raised; and
- it will inform Give Foundation in the event of any update/change in the bank account details or revocation of FCRA certificate and other applicable legal/tax certificates.

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

8. General conditions for Donors

- Donors can subscribe through a number of payment methods such as credit/debit cards, net-banking, unified payments interface, and e-wallets on the Platform. Donations are processed by secure payment gateways. All donations are non-refundable.
- Eligible Indian Donors may be provided with a tax deduction receipt u/s 80G of Income Tax Act.
- Eligible foreign Donors may be provided with a tax exemption certificate u/s 501(c)(3) issued by Give Foundation Inc.
- Donor shall conduct their independent due diligence with respect to any information about a subscription or WPG program.
- Donors can remain anonymous on the Platform. It is clarified that by exercising this option, Donor's information shall not be made public, but shall be used for communications by Give Foundation, Give Foundation Inc., and/or their partnering entities/collaborators, or disclosed for compliance with applicable law, or for other purposes as stated in our Privacy Policy.[\[Privacy policy\]](#)
- Donor understands that the Platform is only facilitating the collection and disbursement of donations, and we are not responsible in any way for the end utilization.

- Give Foundation and Give Foundation Inc. are under no obligation to become involved in any dispute between the Donor and any third party arising in connection with the use of the Platform in any manner.
- You release the Platform, Give Foundation, Give Foundation Inc., their affiliates, officers, employees, agents, collaborators and partnering entities, 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.

9. 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, 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;
- 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;
- 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 functionality of any 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 contains content that would be prohibited or violates the letter or spirit of these T&Cs; and
- 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.

10. Processing of information

When User uses the Platform, Give Foundation may need to access some User specific data, including personal data, identity information, contact information, payment details, financial data, etc. Information provided by User during the registration process and thereafter, helps us in rendering the services, and providing support. Any information collected shall be used and accessed as per the terms of our Privacy Policy. .[\[Privacy policy\]](#) We store personal information by employing adequate security measures as required under applicable law.

11. Data Protection and Privacy

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

12. Other covenants

Users agree that:

- all information provided by them 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 their behalf;
- they will immediately notify Give Foundation 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;

- Give Foundation 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; and
- in all cases where they are collecting and processing personal data or any other information about children, in any form or manner, including but not limited to images, videos, text, etc., for the purpose of services on the Platform, they shall obtain explicit written consent of the parent or legal guardian of the concerned child. Such consent must specifically permit them to collect and process children information, including disclosure and further processing of children information by Give Foundation.

13. **Proprietary Rights**

- 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 to generate profits or surplus income.
- The Platform Content is provided by Give Foundation and User acknowledges that Give Foundation is the sole and absolute owner 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.
- These terms shall survive the termination/suspension of these T&Cs.

14. **Compliance with laws**

User shall comply with all the applicable laws, including without limitation FCRA and the rules made and notification issued thereunder; Information and Technology Act and the rules made thereunder; Prevention of Money Laundering Act and the rules made thereunder; Income Tax Act and the rules made thereunder; Goods and Services Tax Act and rules thereunder; and other applicable laws.

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

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. Disclaimers of warranties

- The Platform is provided on “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 Give Foundation, or Give Foundation Inc., or their representatives 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, from 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.
- These terms shall survive the termination/suspension of these T&Cs.

17. Termination

- 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 Give Foundation is 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 Give Foundation provides a written notice to the User.
- Upon such suspension or termination, User can no longer access or use the Platform. Give Foundation and/or Give Foundation Inc. shall have the right to require and NGO shall be obligated to refund donations 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 your or any third party for doing so.
- This termination clause will survive termination/suspension of the T&Cs.

18. Indemnification

User agrees to indemnify and hold Give Foundation, Give Foundation Inc., and their affiliates, officers, directors, agents, partnering entities, collaborator and employees, and other representatives, 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 breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by User pursuant to these T&Cs, 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.

19. Limitation of Liability

In no event shall Give Foundation, Give Foundation Inc., or their representatives, be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from **(i)** use or the inability to use the Platform and/or Platform Content, **(ii)** 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, or **(iii)** any consequence of using or accessing the Platform. These terms will survive termination of these T&Cs.

20. Communications

- By using the Platform, User consents to receive from us, all communications including notices, agreements, legally required disclosures, or other information in connection with the Platform (collectively **Notices**) electronically.
- Give Foundation may provide the electronic Notices by posting them on the Platform. If User desires to withdraw its consent to receive the Notices electronically, it must discontinue using the Platform.

21. 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 Bengaluru High Court mediation center. If mediation fails within 3 (three) months from the date of a dispute as notified by User or Give Foundation in writing to the other, the dispute shall be adjudicated by competent courts in Bengaluru.
- These terms shall survive suspension/termination of these T&Cs.

22. Miscellaneous

- These T&Cs constitute the entire agreement and supersedes every other agreement or arrangement we have with User.
- In case of non-compliance of these T&Cs, we reserve the right to take necessary action, including but not limited to termination of the T&Cs, 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.

23. Contact

In case of any further queries or clarifications or any communication, please reach out to info@giveindia.org.

By accepting these T&Cs, you accept and agree to be bound by all the conditions laid out herein and to the organizational policies, guidelines, and norms of Give Foundation, and where relevant of Give Foundation Inc.