

# Terms and Conditions

## Introduction and Acceptance

ISAA Digital Solutions Pvt. Ltd. ("CharityKarma", "we", "us and "our") offers you access to its interactive online websites, applications and services. These Terms and Conditions along with the Privacy Policy explains what information may be collected when you access our website ("Website") or use any of our other applications ("Applications"), how we use this information, and under what circumstances we may disclose the information to third parties. Depending on your activities when using or accessing our Website or Applications (collectively, "Services"), you may from time-to-time be required to agree to additional terms and conditions

## Legal Status

ISAA Digital Solutions Pvt. Ltd. was incorporated under the Companies Act, 1956 on 13th December, 2017.

Corporate Identity Number: **U72502KA2017PTC108632**

Permanent Account No. (PAN) on 13th December, 2017.

Tax Deduction Account Number(TAN) on 13th December, 2017.

## Consent to Electronic Disclosures

Because Charity Karma's Services are provided electronically, you must consent to Charity Karma's providing information if you would like to proceed. This notice must be read carefully and a copy may be retained for future reference. Should you consent to receive information electronically the following disclosures will be sent to you via electronic mail or our website:

- Charity Karma Terms and Conditions, including legal disclosures.
- Any changes made in the future regarding Charity Karma's Terms and Conditions.
- Account information
- Charity Karma's Privacy Policy.
- All other legal notices and communications and/or disclosures.

In order to receive this information through an electronic medium, you must have a computer or mobile smart phone with internet access and the ability to receive e-mail. Please be advised that some web browsers may not be supported.

## In registering for Charity Karma, you:

- Agree to receive information and disclosures electronically on this website and/or via e-mail and confirm that you will download and print any disclosures for your own personal records.

- Confirm that you have the capacity to receive information that is provided electronically at this website and via e-mail
- Authorize electronic delivery of any and all communications and disclosures regarding Charity Karma's services on this website and via e-mail and providing your consent to receive electronic communications.
- Agree to receive e-mails regarding the Charity Karma services.

Notices shall be considered as received within 24 hours from the time it has been posted on the website or e-mailed to you unless a notice has been received that the email was not delivered.

## **Payment Services**

CharityKarma.org is an online platform which connects NGOs with corporate CSR and individual donors to come together for greater social giving. Charity Karma also provides NGOs cloud based tools complete list of which can be obtained via email given below.

The Site offers various payment options (via partner gateways) to facilitate transaction of funds. However, it may be noted that the Site and the Company:

- Are not the final recipients of any funds from the contributors directly, but a service provider, which enables receipt of funds (both domestic and foreign) by campaign owners, who are the final recipient of funds.
- Do not generate contributions and contributors for a campaign.
- Do not guarantee that the target funds of a campaign will be raised fully.
- Do not offer the platform to Users for investing in a project for the purpose of profit sharing.

Our role in providing Payment Services is limited to providing you a means to send funds to another person and/or access funds sent to you by someone else. We are not responsible with how any such funds are used, whether to buy products/services that may be promoted through our Services or otherwise. Subject to all applicable laws, we reserve the right to charge certain fees in connection with your use of our Payment Service (whether you are sending or receiving funds). These fees may include, but are not limited to, the following:

- Transaction Fee – a fee in connection with certain transactions you may enter using the funds via our Service.
- Insufficient Fund/Chargeback Fees – fees in connection with insufficient funds to complete a transaction you request, credit card chargeback fees, and similar fees.
- Other – other fees we may disclose when you establish your Membership or send/access funds through our Services.

Once a user has donated/contributed to an NGO, they cannot withdraw their contribution. However, in case of a discrepancy or other extreme circumstances, the user

can get in touch with the Charity Karma team at [disputes@charitykarma.org](mailto:disputes@charitykarma.org) and the matter will be solved through an offline process.

## **Transfer of funds**

The Site only transfers money directly to the bank account of charities registered with Charity Karma. Typically, the funds are transferred T+4 days for Indian donations and T+6 days for International donations (excluding bank holidays). The transfer process is subject to change (if the payment provider partners change the schedule) and the NGO will be notified of the changes accordingly.

The Site provides detailed information with regard to every contributor to the campaign owner: Contributor Name, Address, Nationality, Email Id, Contact Number, and Amount of Donation if needed by law. If the details are not provided, campaign owners have to treat it as anonymous contribution (in case of Indian nationals only), and cannot hold the Site and the concerned contributors responsible. For foreign donations one cannot donate anonymously as mandated by government rules.

## **Pricing**

Charity Karma provides certain portions of its services at no cost for limited time (transaction fees may apply still). The site also provides software on a subscription basis payable either quarterly or annually, which will be deducted directly via direct debit from NGOs bank account.

In connection with your use of our website and/or mobile/tablet applications, your account, or the services, or in the course of your interactions with Charity Karma, a User or a third party, you will not:

- Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- Act in a manner that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- Provide false, inaccurate or misleading Information;
- Send or receive what we reasonably believe to be potentially fraudulent funds
- Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
- Use an anonymous proxy;
- Control an Account that is linked to another Account that has engaged in any of these Restricted Activities. Conduct your business or use the Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals,

Chargebacks, fees, fines, penalties and other liability to Charity Karma, a User, a third party or you;

- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;
- Use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;
- Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere, with our website or the Services;
- Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers;

Transaction Fee – a fee in connection with certain transactions you may enter using the funds via our Service.

When using our Services, you agree to comply with all applicable central, state, and local laws including, without limitation, copyright law. Except as expressly permitted in these Terms of Use or as we may otherwise permit, you may not use, reproduce, duplicate, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Service Content for any purpose whatsoever without obtaining prior written consent from us or, in the case third-party content, its applicable owner. In certain instances, we may suggest, ask or otherwise permit you to download, install or print Service Content. In such a case, you may do so only in the manner authorized and for your non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading, installing or printing Service Content.

## **Indemnification**

You agree to indemnify and hold harmless Charity Karma and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your use of our Services; (ii) User Content provided by you or through use of your Membership; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

## **Termination**

We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your use of our Services for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that Charity Karma is not liable to you or any third party for any termination or suspension of your Membership or for blocking your use of our Services. Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Membership or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, and all of the provisions in the Section titled "MISCELLANEOUS".

## **Miscellaneous**

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

Except where specifically stated otherwise, if any part of these Terms of Use is unlawful or unenforceable for any reason, we both agree that only that part of the Terms of Use shall be stricken and that the remaining terms in the Terms of Use shall not be affected.

These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.

### **Charity Karma**

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