

ROTARY SEVA TRUST OSMANABAD

TERMS AND CONDITIONS FOR DONATIONS PLATFORM

1. Thank you for visiting our website.

1.1 Who owns the Platform?

The domain <https://www.rotarysevatrust.org> is owned by Rotary Seva Trust, a registered charitable trust at Osmanabad in Maharashtra state of India, with principle address recorded as under.

Rotary Seva Trust, c/o J.F.Ajmera Rotary Netra Rugnalaya, S.No. 170/3, behind Nagar Parishad Water Filtration plant, MIDC road, Osmanabad (413501)

1.2 Why these Terms & Conditions and its effect?

- These terms and conditions along with any policy or other document referred herein governs the manner in which a person can access or use the platform (t&cs).
- Further, there could be certain additional terms that we may make applicable for your dealings on the platform with Rotary Seva Trust Osmanabad. For using the platform, you are required to peruse and understand these t&cs and signify your consent.
- If you do not wish to consent, you should not use the platform in any manner.
- In the context of these t&cs, Rotary Seva Trust and its permitted successors or assigns. Where specific requirements pertain to Rotary Seva Trust express reference is made.
- Upon your consent, these t&cs constitute a binding contract between you, and the respective charities as the case may be.

2. Details:

- User or You in these T&Cs mean and include
 - (i) Donors (as defined below or hospital or charitable organization) of the online giving campaigns, or
 - (ii) Body corporates who avail corporate social responsibility related services through the Platform, or
 - (iii) Those who are browsing the Platform as visitors.

- T&Cs govern User's access and use of the Platform.
- We reserve the right to amend the T&Cs with notice to the User upon such amendment.
- User's continued use of the Platform, after any amendment would signify their acceptance to the amended T&Cs. If you do not agree to such amendments, contact us at our registered address or drop us an email.

3. Platform services, Collection and Disbursement modus:

The Platform enables ROTARY SEVA TRUST OSMANABAD to run campaigns or fundraising events including individuals and organizations (Campaigners) to raise funds for activities that are aimed at

- (i) Charitable and social impact activities.
- (ii) Any other online giving programs and activities;
- (iii) Corporate social responsibility grant making, project management and other related services (as described subsequently).
- (iv) Campaigns and Donations
- (v) Campaigners raise funds by asking donors in India and abroad (Donors) to donate money to their programs, projects and listed purposes

4. Charges/Fees/Tips for Campaigns and Donations:

- Donations made on the Platform are subject to a standard payment processing charges to service providers, which is to the account of the recipient(s) and will be deducted from the Donations before disbursement. Any change in the same will be notified. These charges are non-refundable. We reserve the right to require you to agree on additional terms if required for such fundraising.
- We may at our sole discretion, introduce new services and modify some or all of the existing services offered on the Platform. In such an event, Rotary Seva Trust reserves the right to introduce fees for the new services or amend fees for existing services, as the case may be. While third party payment gateway or your bank processes payment transactions, they are privy and process your personal information, and such processing will be solely their responsibility; and Rotary Seva Trust Osmanabad shall not be liable for any breach, or harm, or unauthorized use of personal information of any kind by such payment gateway or bank.

5. Eligibility of Users:

- For Individuals: You must be above 18 years of age, and competent to contract in terms of the Indian Contract Act, 1872. By accessing or using the Platform, you hereby agree and represent that you are competent to enter into a contract, or you have obtained parental/guardian consent.
- For charitable organizations and other legal persons: If you are registering as a charitable organization 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.

6. Usage Terms

6.1 What are the general conditions?

- Donors are bound by the following general covenants:
 - 1) Shall provide accurate, true and correct information and description about the donor and other details as required by the Platform;
 - 2) Platform enables Donations to be made in INR currencies only;
 - 3) In all cases where Platform has already processed payment of Donation, but the same is subsequently dishonored at Your end (Dishonored Payments), and the same is brought to Your notice by Rotary Seva Trust, Osmanabad by sharing the proof of such Dishonored Payments, You shall make good the Dishonored Payments in addition to any payments that the Platform has to make to financial intermediaries.

7. Terms for Donors:

7.1 What are the general conditions?

- **Minimum donation amount on the Platform is INR 500 for Donations in INR in India.** We reserve the right to change this without any prior notice.
- Donors can remain anonymous. It is clarified that by exercising this option, Donor's information shall not be made public, but shall be disclosed for compliance with applicable law or for other purposes as stated in our Privacy Policy.
- Donors can donate using a number of payment methods such as credit/debit cards, net-banking, UPI and e-wallets and Donations on the Platform are processed by secure payment gateways.
- While making a donation, the Donor shall conduct their independent due diligence with respect to any information about the trust activities.
- All Donations made are non-refundable.
- Donors shall receive immediately, online confirmation of the Donation,

which they must keep with themselves for their records.

- We reserve the right to modify or discontinue, temporarily or permanently suspend the donation facility with or without notice.

- Eligible Indian Donors may be provided with a tax deduction receipt u/s 80G of Income Tax Act by Rotary Seva Trust Osmanabad. Please note that tax deduction receipt u/s 80G per se does not entitle the Donor to avail tax exemptions under the Income Tax Act. In order to enable Indian Donors to avail tax exemptions, Rotary Seva Trust shall issue certificates u/s 10BE of Income Tax Act. To enable the Rotary Seva Trust to send this certificate on email to the donor, **he must mention his correct email address details in the donation form** prescribed.

- WHY DO WE COLLECT AND PROCESS SOME INFORMATION?

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

8. Data Protection & Privacy:

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

9. Other Covenants:

Donor agrees that:

- All information provided by the donor 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 shall be responsible for maintaining the confidentiality of its account and shall be responsible for all activities occurring under its account;

- They will immediately notify us of any unauthorized use of the Platform by any person using donor'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

10. In case of NGO, it is registered as a not-for-profit organization (i.e., registered under Section 8 of the Companies Act 2013 or under Section 25 of the Companies Act, 1956, or registered as a public charitable trust or society under applicable law):

- It shall adopt transparent practices and shall share necessary information of Donation. All Donations contributed shall be solely used for the purpose of medical treatment of the patient and other charitable activities of the trust as laid down in their trust deed.

- They authorize Rotary Seva Trust Osmanabad to use the personal data provided including photos, videos, beneficiary information, and other identified/identifiable information for the purpose of raising donations, publicity and marketing, and authorize Rotary Seva Trust Osmanabad to reserve the right to provide information relating to Donors to law enforcement authorities.

- They shall comply with all relevant and applicable laws and financial reporting obligations.

11. 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 by others to generate profits or surplus income.

12. Availability of Platform:

We will use reasonable efforts to make the Platform available at all times. However, donor acknowledges that the Platform and its uses may not be available due to reasons outside our reasonable control such as, without limitation, while under maintenance, technical malfunction, security breach, limited internet or connectivity due to the services rendered by mobile service provider, etc. In such an event, donor shall not hold us liable, including but not limited for any direct or indirect loss.

13. Compliance with Laws:

Donor shall comply with all the rules made and notifications issued thereunder; Customs Act; Information and Technology Act and the rules made thereunder; Prevention of Money Laundering Act and the rules made there under; Income Tax Act and the rules made there under; Goods & Services Tax Act and rules there under; and other applicable laws.

14. Disclaimer of Warranties

- The Platform is provided on an "as is" and "as available" basis. We take adequate measures to safeguard User interests. However, we do not make any representation or warranties in respect of the Platform or its utility

- Apart from this, the Platform may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Platform complies with international and Indian law. Rotary Seva Trust Osmanabad take no responsibility for third-party advertisements that are posted on this Platform, nor does it take any Responsibility for the goods or services provided by the advertisers. They shall not be responsible for any error or inaccuracy in advertising materials.

- In no event shall Rotary Seva Trust Osmanabad will be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from

- (i) the use or the inability to use the Platform or the Platform Content or;
- (ii) unauthorized access to or alteration of your transmissions or data;
- (iii) any unauthorized, indecent, defamatory, false, seditious content uploaded or posted by anybody else, including audio-visual content infringing any third party's intellectual property rights; and
- (iv) Any consequence which is not caused by any action or omission on our part. Notwithstanding any representations made, donors are free to independently verify the veracity and the bona fides of Rotary Seva Trust Osmanabad

15. 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 Mumbai High court bench at Aurangabad mediation center. If mediation fails within 3 months from the date of a dispute as notified by User or us in writing to the other, the dispute shall be adjudicated by arbitration by a panel of three arbitrators in accordance with the Indian Arbitration Act as amended from time to time and the award made in pursuance thereof shall be binding on the Parties. Each Party shall nominate 1 (one) arbitrator and both the nominated arbitrators shall appoint the third, presiding arbitrator. The seat of arbitration shall be at Osmanabad and the entire arbitration proceedings shall be conducted in English. Courts in Osmanabad shall have exclusive

jurisdiction over the matter.

16. Contact:

In case of any further queries or clarifications or any communication, please reach out to us through Our Registered Address or on Our Email / Phone numbers. By accepting these T&Cs, you accept and agree to be bound by all the conditions laid out herein and to the organisational policies, guidelines and norms of the Platform.