Terms & Conditions

GiveIndia Fundraisers
GiveIndia Fundraisers - India’s largest & most trusted donation platform

GiveIndia Fundraisers is an online giving and crowdsourcing platform, inspiring donors to raise funds for the charities listed on the portal. The aim is to help non-profits located in the remotest of corners, discover the power of online giving. The tools and services offered, prove to be useful for raising funds, as it widens their donor base and provides them with a support system they could rely on.

Usually, smaller non-profits barely have the resources and budget to market their initiatives, eluding them from reaching out to a potentially large donor base, transcending geographical constraints. In such a scenario, crowdfunding, popular charity fundraisers and events become the most reliable tools for marketing.

GiveIndia Fundraisers fits the bill, by allowing active donors to spread the word about the cause/non-profit they are supporting and rope in further donations from their friends and relatives. The power of word-of-mouth publicity is the strength of peer-to-peer fundraising and at GiveIndia Fundraisers, we allow non-profits to be able to do that by using the tools.

Transparency is our priority…

At GiveIndia, we ensure that due diligence is followed while on-boarding non-profits. While 12A certificates are mandatory for being a partner of the GiveIndia family, a thorough check of other relevant financial documents (tax returns, annual reports and audit report) is also done. Also, because content holds extreme relevance to our product, a video that encapsulates the essence of the organization's vision is asked for.

All donations on GiveIndia Fundraisers go through an efficient and largely automated collection and disbursement system, ensuring a convenient experience to donors as well as hassle-free management for the non-profits.

In addition, to help non-profits in raising funds for their projects, GiveIndia provides marketing and technical support to its partners, to help them engage with prospective donors. We assist partner charities with content creation, social media handling, email marketing and PR so that their communication is clear, crisp and convincing for the world outside.
1. Terms

i. To become a user of the GiveIndia Fundraisers platform and be able to use its Services and Features you must read and accept all the Terms and Conditions and the Privacy Policy.

ii. GiveIndia may require that you agree to additional terms and conditions as part of any registration process and/or for particular service/product offerings, which would be made available by GiveIndia from time to time. Such new terms should be reviewed by you before using the relevant service/product offering and any such use will constitute full acceptance of all new terms.

iii. In the event of any inconsistency between the Privacy Policy and these Terms, these Terms shall take precedence. In the event of any inconsistency between these Terms and the New Terms, then the New Terms shall take precedence.

iv. Nothing in these Terms shall be deemed to confer any third-party rights or benefits. Agreeing to these terms to be able to use the GiveIndia services would be your choice.

v. GiveIndia may modify these terms from time to time without notice which shall be effective after being posted by GiveIndia on its platform. You agree to be bound to any changes to these terms when you use the GiveIndia services after any such modification is posted on the platform. It is therefore important that you review these Terms regularly to ensure you are updated as to any changes.

2. Use of GiveIndia Services

i. GiveIndia can use its absolute discretion to refuse you access to the its Services and / or cancel / terminate your membership without prior notice for any reason and you shall not be entitled to any compensation in respect of cancellation / termination of your membership.

ii. If any aspect of the GiveIndia Services is in conflict with the laws of state or jurisdiction, the residents of such state or jurisdiction are not eligible to become member of GiveIndia or avail of its services. GiveIndia makes all reasonable efforts to ensure that the GiveIndia Services comply with all local laws that we are actually aware of, but you are responsible to ensure that you are in compliance with your local laws.

iii. You shall not use the account created on GiveIndia by another user, or disclose your account details to any third party. You agree to notify GiveIndia immediately if you suspect any unauthorized access or use of your account. You are solely responsible for any and all use of your account.

iv. You are responsible for maintaining the confidentiality of your account, and are fully responsible for all activities that occur under your account.
v. You agree to immediately notify GiveIndia of any unauthorized use of your account or any other breach of security. GiveIndia cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

3. Non-commercial Use

i. The services of Let Change may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by GiveIndia. Illegal and/or unauthorized use of the its Services, including collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of the Website, is prohibited.

ii. Unauthorized commercial advertisements, affiliate links and other forms of solicitation may be removed from User profiles without notice and may result in termination of Membership privileges.

iii. Appropriate legal action will be taken for any illegal or unauthorized use of the GiveIndia Services.

iv. You are prohibited from selling, trading or otherwise transferring your GiveIndia account to another party.

4. Prohibited Activity

i. You agree to act in a responsible and legal manner when using the GiveIndia Services. You shall comply with all applicable laws, regulations and rules and undertake not to use the services for any unlawful purpose, for the commission of any offence or crime under the laws of any jurisdiction to which access is obtained through the Website or in a manner which is likely to cause harm, offence or nuisance to any other internet user

ii. You agree not to use the GiveIndia Services to

   a. post content that is patently offensive and promotes racism, bigotry, hatred or harm of any kind against any group or individual;

   b. post content that contains violence, or offensive subject matter or contains a link to an adult website;

   c. post or promote information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

   d. post content or initiate communications which are unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
e. post content that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy or providing or creating computer viruses;

f. create a false identity on the website, impersonate any person or entity or falsely state or otherwise misrepresent yourself, your name, your age or your affiliation with any person or entity;

g. use the GiveIndia services for any illegal purpose, 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 infringement, patent infringement or theft of trade secrets;

h. upload, post, email, transmit or otherwise make available any content or initiate communications which include information that you do 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 nondisclosure agreements) or which infringes any intellectual property rights;

i. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation. This prohibition includes but is not limited to:

- using GiveIndia invitations to send messages to people who do not know you or who are unlikely to recognize you as a known contact;

- using GiveIndia to connect to people who do not know you and then sending unsolicited promotional messages to those direct connections without their permission; and

- sending messages to distribution lists, newsgroups or groups;

j. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

k. disguise the origin of any communication transmitted through this website or using the GiveIndia Services;

l. interfere with or disrupt the GiveIndia services or servers or networks connected to this Website and/or GiveIndia service, or disobey any requirements, procedures, policies or regulations of networks connected to this website and/or the GiveIndia services.
m. display on the website, distribute from the website or provide links from the website to any pornographic, obscene, offensive or menacing materials;

n. display on the website or use in connection with the website any pirated software or any copyrighted materials or counterfeit materials without the permission of the copyright holder;

o. use information obtained in connection with its registration with the website, or in any way use the website, to carry out unsolicited mail-bombing or spamming or cause annoyance, inconvenience or anxiety to other Internet users;

p. display on the website or use in connection with the website 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 GiveIndia liable to the payment of damages to any third party.

5. Content

i. While using the service of the GiveIndia website certain information provided by you may be visible to certain other users (see our Privacy Policy to learn more about information collected on this Website and our uses of such information).

ii. You agree that by providing materials (e.g. photos, video etc.) and information on the platform or by providing material to GiveIndia you are granting to GiveIndia a worldwide, royalty-free, perpetual, irrevocable, transferable license to use all such materials and information in the course of offering the GiveIndia services. Furthermore, you understand that GiveIndia retains the right to reformat, excerpt or translate any materials and information submitted by you. You waive any and all moral rights that may subsist in any materials and information that you provide to GiveIndia.

iii. You represent and warrant that:

a. you own the materials and information posted by you on or through the GiveIndia Services or otherwise, and

b. the posting of your materials and information on or through the GiveIndia services does not violate the privacy rights, publicity rights, copyrights, contract rights, moral rights, intellectual property rights or any other rights of any person. You agree to pay for all royalties, fees and any other monies owing to any person by reason of any content posted by you to or through the GiveIndia services.

iv. You understand that all materials and information publicly posted or privately transmitted through the GiveIndia website is the sole responsibility of the person from which such content originated and that GiveIndia shall not be responsible or liable for any errors or omissions in any content or any loss
or damage of any kind incurred as a result of the use of, access to or denial of access to any content on this Website.

v. You understand that GiveIndia cannot guarantee the identity of any other users with whom you may interact in the course of using the GiveIndia. Additionally, GiveIndia cannot guarantee the authenticity of any data which users may provide about themselves or relationships they may describe.

vi. The GiveIndia services contain content of users and other GiveIndia licensors and you shall respect the intellectual property rights of others.

vii. GiveIndia may delete any content that in the sole judgment of GiveIndia violates these Terms or which may be offensive, illegal, violate the rights of, harm, or threaten the safety of any person.

viii. GiveIndia assumes no responsibility for monitoring the GiveIndia services for inappropriate content or conduct and no obligation to modify or remove any inappropriate content and no responsibility for the conduct of the user submitting any such content. GiveIndia may, at its sole discretion, monitor the GiveIndia service.

ix. You are solely responsible for the content and information shared in you post on or through any of the GiveIndia services. GiveIndia does not endorse and has no control over such content. Content is not necessarily reviewed by GiveIndia prior to posting and does not necessarily reflect the opinions or policies of GiveIndia. GiveIndia makes no warranties, express or implied, as to the content or the accuracy, integrity and reliability of the content or any material or information that you transmit to other Users.

x. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our Website, you may be exposed to content that you find offensive or objectionable. You can contact our Customer Service Department at support@giveindia.org to let us know of content that you find objectionable.

xi. We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to, issuing warnings, removing the content or terminating accounts and/or subscriptions. However, because situations and interpretations vary, we also reserve the right not to take any action.

xii. You are permitted to print and download limited extracts from the Website for your own use provided that:

   a. No documents or related graphics on the website are modified in any way;

   b. No graphics on the website are used separately from corresponding text; and
6. Intellectual Property

i. The contents of this website is the Intellectual Property of GiveIndia which includes, but is not limited to, copyrights and information about technology and may be provided in the form of text, graphic, audio and video downloads, links or source codes.

ii. In confirmation with the terms, we grant you a non-exclusive, non-transferable, limited, revocable right to access and use the website and the material displayed thereon. However, no right, title or interest in any such materials will be granted or transferred to you as a result of any permitted use of such materials.

iii. All materials incorporated in or accessible through the website, including, without limitation, text, photographs, images, graphics, illustrations, logos, button icons, audio clips, video clips, software and other content, and the compilation, collection, arrangement and assembly thereof (including the look and feel of the website), are protected by copyright laws, and are owned, controlled or licensed by GiveIndia. Such materials may be used only for viewing the website in the ordinary course or as a resource for using the GiveIndia services through the website. Any other use of such materials, including any copying, reproduction, modification, sale, distribution, extraction, re-use, transmission, republication, downloading, display, posting, performance or other exploitation thereof by any means or medium without the prior written permission of the copyright owner is strictly prohibited.

7. Communication from and with GiveIndia

i. GiveIndia may need to communicate with you via email in the course of providing you with our services. (See our Privacy Policy to learn more about communications.) You agree to receive emails, which are specific to your account and necessary for the normal functioning of the GiveIndia services, and to have your name listed in the header of certain communications, which you initiate through the GiveIndia.

8. Termination

i. You agree that GiveIndia may, with or without cause and/or prior notice, immediately terminate your GiveIndia account and your access to any GiveIndia services. Without limiting the foregoing, the following will lead to a termination by GiveIndia of your use of the its services: (a) breaches or violations of these Terms or other incorporated GiveIndia agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you, (d) unexpected technical issues or problems or (e) extended periods of inactivity.
ii. Termination of your GivelIndia account includes removal of access to all offerings within the GivelIndia services and may also bar you from further use of the GivelIndia services. Furthermore, you agree that all terminations shall be made at GivelIndia sole discretion and that GivelIndia shall not be liable to you nor any third party for any termination of your account or access to the GivelIndia service.

9. Indemnification

i. By accepting these Terms, you agree to indemnify and otherwise hold harmless GivelIndia, its Directors, officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from (i) your use of the GivelIndia services; (ii) unauthorized access to or alteration of your communications with or through the GivelIndia services or (iii) any other matter relating to the GivelIndia services. Any business transactions which may arise between Users from their use of the GivelIndia services are the sole responsibility of the Users involved.

10. Privacy and Disclosures

i. Use of the GivelIndia services is also governed by our Privacy Policy, which is incorporated into these Terms by this reference. Without limitation of the terms and conditions set forth in our Privacy Policy, you understand and agree that GivelIndia may disclose personally identifiable information if required to do so by law or in the good faith belief that such disclosure is necessary to comply with legal process, enforce these Terms or protect the rights, property or safety of GivelIndia, its Users and the public.

11. Member Disputes

i. You are solely responsible for your interactions with other GivelIndia Users. GivelIndia reserves the right, but has no obligation, to monitor disputes between you and other Users.

12. Governing Law

i. These Terms will be governed by and construed in accordance with the laws of India without regard to conflict of laws principles and you agree to submit to the exclusive jurisdiction of Delhi NCR, India.

13. Links

i. Profiles created and posted by Members on the Website may contain links to other websites. GivelIndia is not responsible for the content, intellectual property rights, accuracy or opinions expressed on such websites. Inclusion of any linked website on the GivelIndia services does not imply approval or endorsement of the linked website by GivelIndia. When you access these third-party sites, you do so at your own risk.
ii. You may create links to this Website on the basis that you link to, but do not replicate, this Website, and subject to the following conditions:

a. You do not remove, distort or otherwise alter the appearance of the GiveIndia Fundraisers logo;

b. You do not create a frame or any other browser or border environment around this Website;

c. You do not in any way imply that GiveIndia is endorsing any products or services other than its own;

d. You do not misrepresent your relationship with GiveIndia nor present any other false information about GiveIndia;

e. You do not link from a website that is not owned by you; and

f. Your website does not contain content that is distasteful, offensive, infringes any intellectual property rights or other rights of any other person, or otherwise does not comply with all applicable laws and regulations

14. Donations

i. Donations on GiveIndia Fundraisers can be made by members as well as non-members by clicking on the Donate buttons available throughout the platform and following the necessary steps.

ii. You can donate to selected beneficiaries on GiveIndia using a number of payment methods such as credit / debit cards, net-banking and e-wallets. Donations are processed by CCAvenue and Stripe which are the one of the largest and secure payment gateways.

iii. All donations made through GiveIndia are non-refundable. Please contact our customer services immediately if there are extenuating circumstances and your case may be reviewed at our discretion.

iv. In circumstances where a donation has been made on this website by the unauthorized use of your payment details, then we are required to refund to you this money provided that you inform your financial institution and GiveIndia of the unauthorized payment as soon as possible.

v. The minimum amount that you can donate on GiveIndia Fundraisers is ₹50.

vi. There are various charges incurred when you make a donation - including charges by credit card companies, banks and payment service providers. These charges vary depending on many factors including your location, payment method and donation size and currency. When you make a donation on GiveIndia Fundraisers, the payment gateway service provider charges a fees up to 5% as processing fees. LetzChange may retain upto 7% of your donation amount to cover the cost of payment processing. We do not make any profit from our endeavor.
vii. The online confirmation you receive immediately after you make your donation is considered as your receipt for that donation. Please keep it for your records. The implications from a tax perspective of donating to a non-profit will vary from country to country, and donors should consult the relevant authorities in their own jurisdiction for guidance on these matters.

viii. You hereby acknowledge that GiveIndia has no control over the use of donations that are made to non-profits through this platform.

ix. We have the sole discretion to enlist/delist non-profit organizations in our provision of this facility. We reserve the right at any time from time to time to modify or discontinue, temporarily or permanently the donation facility with or without notice. You agree that GiveIndia shall not be liable to you or any third party for any modification, suspension or discontinuation of the facility.

x. Donations made to a non-profit organization will be given to that non-profit organization only and no substitution of donations between non-profit organizations shall be permitted.

xi. GiveIndia is not responsible for any dissatisfaction you may have regarding the recipient organization’s use of any donation you may make through the platform or its associated services or websites powered by us. Please note that the recipient organization reserves the right to use your donation for its general purposes. GiveIndia cannot guarantee that funds will be earmarked for a particular appeal, unless specifically stated by the recipient organization itself.

xii. Donations can be made anonymously by choosing the appropriate option while making the donation. The donor will still receive a receipt for his/her donation with the right name on the receipt but this will not be visible to others. If a donor donates "anonymously", information about the donor can still be passed to non-profits. The donor is agreeing that their information may be used by the benefiting non-profits so long as it complies with the relevant data protection legislation.

xiii. Indian donors can make tax-deductible donations on GiveIndia. Non-profits provide a receipt for all successfully processed donations on GiveIndia. These receipts contain a Reference Number unique that can be verified by GiveIndia and are provided to donors as evidence of their donation.

xiv. At present, only the donations made to Indian non-profits can receive tax benefits. Do provide your PAN to ensure that you get tax benefits for your donations. The receipt issued by the GiveIndia has all the important information that you require to fill your income tax return. For all charities registered under either 80G, 35AC or 35(i)(ii) you are can claim the tax benefit as part of your annual return. To qualify for this, you need to fill in the C9 part of your tax return form with the total amount you have donated during the tax year. You can get the total from your GiveIndia profile page. You need to then also on worksheet, to list all individual donations separately and include the receipts.

15. Disclaimers
i. While GiveIndia endeavors to ensure that the information on this website is correct, GiveIndia does not warrant the accuracy and completeness of the material on the website. GiveIndia may make changes to the material on the website at any time without notice. The material on the website may be out of date, and GiveIndia makes no commitment to update such material.

ii. Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any user of this website, or by anyone who may be informed of any of its contents.

iii. Under no circumstances shall GiveIndia be responsible for any loss or damage, resulting from use of the GiveIndia services, attendance at a GiveIndia event, from any content posted on or through the GiveIndia services, from the conduct of any user of GiveIndia services, whether online or offline, or damage arising as a result of any bugs, Trojan horses, viruses, worms or other harmful codes or errors.

iv. To the fullest extent permitted by applicable law, GiveIndia shall not be liable to any user under contract, tort, equity or otherwise for any loss or damages arising out of its connection with the user's use of the website or the provision of services by GiveIndia, whether any of the foregoing are, without limitation, special, incidental, indirect, punitive or consequential and/or whether any of the foregoing are, without limitation, occasioned by the negligence, fault, error, omission, act, or breach of GiveIndia, its employees, contractors or sub-contractors. Without prejudice to the generality of the foregoing, under no circumstances shall GiveIndia be liable to any user for any consequential, economic or indirect loss or damages, loss of profits, revenue, business, capital, administrative time or loss of use of data or software, howsoever arising.

v. This website and all material on the website are provided as it is, without any conditions, warranties or other terms of any kind. In accordance to this, GiveIndia expressly disclaims all and shall not be deemed to have given any warranties, express or implied (by Law or otherwise), other than set out in these terms. GiveIndia expressly disclaims and excludes all terms and conditions, express or implied by statute or otherwise, in connection with this website to the fullest extent permitted by applicable law. Without prejudice to the generality of the foregoing, and to the extent permitted by law, all conditions and warranties under sale of goods and services act are hereby excluded, and the parties agree that these exclusions are fair and reasonable.

vi. GiveIndia cannot guarantee and does not promise any specific results from use of the GiveIndia services.

vii. Part of this website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the website complies with international and
national law. GiveIndia takes no responsibility for third-party advertisements that are posted on this website or through the GiveIndia services, nor does it take any responsibility for the goods or services provided by its advertisers. GiveIndia will not be responsible for any error or inaccuracy in advertising materials.

viii. GiveIndia assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user communication.

ix. While GiveIndia endeavors to ensure that the website is normally available 24 hours a day, GiveIndia is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the GiveIndia services or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the GiveIndia services. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond its control.

x. GiveIndia reserves the right at any time to modify or discontinue, temporarily or permanently, the Website with or without notice. The user agrees that GiveIndia shall not be liable to them or any third party for any modification, suspension or discontinuation of the Service.

xi. Commentary and other materials posted on this website are not intended to amount to advice on which reliance should be placed. GiveIndia therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

16. Other Terms

i. These Terms are accepted upon your use of this website or any of the GiveIndia services and is further affirmed by you becoming a user.

ii. These Terms (together with any New Terms) which incorporates the GiveIndia, Donation Policy and the Non-profit Selection and Recognition Policy for the Non-profit Member (and any future amendments of such policies) constitutes the entire agreement between you and GiveIndia regarding the use of the services of GiveIndia website.

iii. The failure of GiveIndia to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.
iv. These Terms operate to the fullest extent permissible by law. If any provision of these Terms is unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. These Terms are personal to GiveIndia and you.

v. You may not assign, notate, sub-contract or otherwise transfer its part or all of these Terms, without the prior written consent of GiveIndia.

vi. Nothing in these Terms shall create or be deemed to create a partnership, joint venture or relationship of employer and employee of any kind between GiveIndia and you.

vii. GiveIndia shall not be liable for delay or failure to perform any of its obligations under these Terms where and to the extent that such delay or failure results from any circumstances beyond its reasonable control.

17. New Memberships

i. Any non-profit that meets GiveIndia selection criteria and passes our due diligence can register to raise funds on GiveIndia. Please apply by visiting the non-profit membership section of the website.

ii. All GiveIndia non-profit partners, at a minimum, must meet the following criteria:

   a. Registered as a Non-governmental organization(NGO) or non-for-profit organization or equivalent in its local jurisdiction

   b. It should have some form of internal organizational structure, and have relative consistency of goals, structures and activities and meaningful organizational boundaries including identifiable members

   c. The profits generated by the organization should not be returned or distributed to the owners or directors

   d. The organization must benefit the community as a whole or an appreciable section of the community and the beneficiaries should be the disadvantaged and unprivileged sections of the community

   e. The Non-profit should not have abetted or committed any act of violence and must not be associated with any individuals or groups who advocate, promote or engage in the use of violence in any form.

   f. Honest in its internal and external communications
g. The organization must be willing to provide prompt report on the usage of funds and progress of the project for which it received donations.

h. The organization is committed to updating donors at least every three months on the progress of the project it lists.

i. The organization’s staff must have the ability to communicate with GiveIndia in English, including translating documents.

j. The organization does not discriminate in selecting its staff, board, and beneficiaries on the basis of caste, creed, gender, religion, race, sexual orientation etc.

k. Also, ensure that you have the following documents ready, before you apply for membership:

   • Registration certificate for your organization
   • Copy of the PAN card
   • Audited statement for the last year along with the name and contact details of the auditor mentioned in the statement.
   • Account statement for last two months from any reputed bank
   • Tax exemption certificate issued to your organization (80G/35AC/12A, etc.) (If any)
   • International Grant/Fund receiving approval letter as per the law of the land by
   • Government/State agency (For e.g. FCRA for Indian organizations) (If available)

18. Membership of Non-profit

Listing of your non-profit on the platform signifies that you, on behalf of your non-profit, have agreed to the following:

i. The non-profit shall provide to GiveIndia, write-ups, publications, reports, data, photographs, videos, internal reports, reports submitted to/by external evaluators, funding agencies, etc., newsletters, studies and researches, financial information, statistics, and such other information, including financial information, as GiveIndia its representatives may require, in order to present the same in suitable formats and templates on the portal.

ii. You authorize GiveIndia to appeal for and seek donations on behalf of your non-profit, or earmarked for the non-profit, on a regular basis, in such ways as are within the provisions of law, and promotional ethics.
iii. The non-profit shall, if required, carry out such formalities as may be required to obtain suitable tax exemption or deduction status, or other tax benefits that may be passed on to donors. While GiveIndia shall provide advisory support and guidance to the non-profit in this regard, the responsibility of obtaining such concessions shall vest with the non-profit.

iv. The non-profit shall ensure that all donations received through the portal are used within a reasonable time limit, for the purpose selected by the donor, from the choices made available by the non-profit on the portal. The non-profit shall ensure that the donor’s intention is honored, and in case of inability to do so, shall, in consultation with GiveIndia, either refund the donor’s money, or obtain consent to apply the donation for such other purpose as the donor may deem fit.

v. GiveIndia, for the time being, ensure that a maximum of 100% of the amount donated by a donor to the non-profit is passed on to the non-profit. Any change in this arrangement shall be intimated to the non-profit by GiveIndia either through writing or email, at least 30 days in advance.

vi. The non-profit shall issue suitable receipts and tax deduction or exemption certificates to the donor or to GiveIndia, as the case may apply. The receipts may be sent to GiveIndia or to the donor directly, as may be determined by GiveIndia from time to time.

vii. The non-profit shall send to GiveIndia or to the donor directly, as may be determined by GiveIndia from time to time, such feedback on the utilization of her donation, as may have been mutually agreed to between the non-profit and the GiveIndia. The non-profit appreciates that provision of such feedback forms a very key element of its responsibilities as part of the membership, and that non-fulfillment of the same shall, without prejudice to the other provisions of the Terms and Conditions, make it liable to refund the donation to GiveIndia or donor. Where the donation has not been credited to the non-profit, GiveIndia may, if it so desires, withhold disbursement till such feedback is provided.

viii. The non-profit shall also permit an external audit or inspection of its books of accounts GiveIndia or its representatives, covering the donations and grants received through the portal, or from any other source or sources, including funding agencies or other donors.

ix. The non-profit shall maintain adequate systems to track the donations of individuals, usage of donations for the purpose specified, mailing of tax certificates and receipts, and reporting formats as applicable. These systems shall be subject to the audit mentioned above.

x. The non-profit shall carry out statutory audits on time, and provide all audit reports (statutory as well as internal) to GiveIndia on request.
xi. The non-profit will provide regular updates on the usage of funds and their impact, performance and financial ratios of efficiency and effectiveness, etc. through reports and case studies, and also help GiveIndia and its representatives to compile such updates.

xii. The non-profit indemnifies GiveIndia against any and all legal liabilities arising out of the presentation of such false or incorrect information.

xiii. The non-profit warrants that all the information provided by it to GiveIndia at the time of application and subsequently, is true to the best of its knowledge and belief, and especially warrants that it has provided accurate information about whether it is duly registered as per the provisions of the FCRA or not. The non-profit indemnifies the GiveIndia from any liabilities arising out of error or willful default in regard to the non-profit legal obligations with regard to the FCRA or any other Act as may apply to the apply to the non-profit, including, but not limited to, submission of FCRA forms and other such documents.

xiv. The non-profit indemnifies GiveIndia from any and all legal liabilities arising due to noncompliance on part of the non-profit, with the terms mentioned in the Terms and Conditions.

xv. The non-profit indemnifies GiveIndia from any and all legal liabilities that may arise due to the non-profit authorizing any other person or entity to operate the account administration or similar software on its behalf.

xvi. The non-profit indemnifies the Merchant of all liability for financial transactions that are not honored by the donors, including, but not limited to credit card charge backs, cheese that are dishonored, online transactions reversed at the request of the donor, stop-payments and the like. In all cases where the non-profit has already received payment which is subsequently dishonored, the non-profit undertakes to make good any repayments that GiveIndia will have to make to financial intermediaries on account of such dishonoring of the donation by the donor.

xvii. All the material developed for and hosted on the portal, including text, photographs, videos, multimedia and any other matter will be the copyright of GiveIndia, except for material which is taken directly from an existing publication, photograph, news clipping or publication of the non-profit, etc. In cases where the material is taken from an existing publication, the copyright shall vest with the original source.

The provisions of this Terms and Conditions shall be governed by, and construed in accordance with Indian law, and any dispute, controversy or claims arising out of or relating to this agreement or any breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The jurisdiction of this agreement shall be Delhi NCR.
For any other information on Terms and Conditions, contact us at support@giveindia.org. Member NGOs can contact us at partners@giveindia.org.
For membership enquiry, email to us partnership@giveindia.org.

**Terms and Conditions for Healthcare Fundraisers**

i) This is a platform to enable individuals, entities and charities to raise funds for their medical cause by creating a healthcare fundraisers to accept monetary donations from donors

ii) GivelIndia facilitates the fundraiser creation and aids donors to make donations. GivelIndia is not a broker, agent, financial institution, creditor or an insurer for any fundraiser or user of this platform

iii) An individual can create fundraisers on this platform in order to raise funds for medical reasons, treatment of medical conditions in a hospital or medical institution, alone

iv) All the funds collected through this platform will be disbursed to the hospital/medical institution or the individual for treatment of the patient. Disbursements can be processed once the GST invoices are submitted

v) While fundraisers can be initiated by submitting the diagnosis document and the estimated cost of treatment from the hospital, the fundraiser owner will be required to submit and convey all the necessary, relevant information, documents, bills and invoice to GivelIndia before the disbursement can be processed

vi) All the documents, information, bills and other details submitted and conveyed by the fundraiser owner will be verified and vetted by GivelIndia according to the standards and guidelines followed by GivelIndia

vii) In the event of any discrepancies, inconsistencies, irregularities, and malafide intention in relation to the documents furnished or any information conveyed by the fundraiser, GivelIndia reserves an unconditional and absolute right to cancel and/or reject the fundraiser created/ submitted by the fundraiser owner

viii) The fundraiser shall go live and start reflecting on the platform immediately after submission. However, GivelIndia will conduct a due vetting and verification of the documents which might take up to 72 hours. Should there be a discrepancy in the details submitted and it fails the verification process, GivelIndia will archive the fundraiser from the platform and the money shall be refined to the respective donors. These timelines may be affected/ altered/ extended as per any exigency or unforeseen or unavoidable circumstances

ix) All the funds which are collected for a fundraiser through GivelIndia’s platform will follow the disbursement timelines set by GivelIndia. Domestic donations are usually credited every 15 days, and international donations will be credited within a maximum of 3 weeks. However, these timelines may get affected due to any unforeseen circumstances

x) In case of emergencies, where the funds are required to be disbursed urgently and before the above mentioned disbursement timeline, the fundraiser owner is requested to intimate the same to GivelIndia, and place an additional request for the same. The same will be considered, only upon the satisfaction and verification of GivelIndia

xi) All the donations by the donors are at their own risk. The donors agree to make the donation for any fundraisers, as per the terms and conditions stated therein

xii) The donor shall provide GivelIndia all such information that is required to enable the issuing of an official donation receipt for the donation made by them
xiii) All donations on GivelIndia Fundraisers are tax exempted under Section 80G of the Income Tax Act, 1961, which implies a 50% tax exemption for Indian donors.

xiv) All donations by US donors receive an exemption under Internal Revenue Code Section 501(c)(3).

xv) All the donations by UK donors is covered under GiftAid.

xvi) The donations made on this platform are non-refundable and non-transferable in nature. GivelIndia will not be able to process any refunds for donations for which an e-receipt has been issued to the donor under Section 80G of the Income Tax Act, 1961.

xvii) GivelIndia does not charge any fundraiser registration fee or browsing fee. GivelIndia charges a 7% donation retention on all contributions coming on its crowdfunding platform, inclusive of the payment gateway charges. GivelIndia does not charge any GST on the donations made on this platform.

xviii) The fundraiser owner agrees to release, indemnify and hold GivelIndia and its affiliates and their officers, employees, directors and agents harmless from any from any and all losses, damages, costs, expenses, including reasonable attorneys' fees, rights, claims, penalties, prosecution, proceedings, disputes, charges, actions of any kind and injury (including death) arising out of or relating to your use of this platform, any donation, any fundraiser, any fundraiser related/ user related content, your connection to the services offered by this platform, your violation of these Terms and Conditions or your violation of any rights of another, or as a consequence of any default, breach, non-observance, non-performance or negligent act whatsoever by the fundraiser owner 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.

xix) GivelIndia reserves the right, at our sole discretion, to change or modify portions of these Terms and Conditions at any time. Any such change, will be updated on this website for the perusal of its users.

xx) The donors and the fundraiser owners hereby agree and state that GivelIndia is only a service provider to enable fundraising for the respective cause/fundraisers created by the fundraiser owners, and GivelIndia shall in no way be responsible for the performance and/or liable for any mis-representation of any information provided by the fundraiser in any manner whatsoever and the user of this platform, including the donors, hereby waives their right to bring any action/cause/dispute against GivelIndia for any reason whatsoever.

xxi) Declaration
You as a fundraiser, declare, represent and warrant that all the information provided by you in relation to the fundraiser is accurate, complete and true to the best of your knowledge and belief:

- All the donations contributed by the donors towards your fundraiser will solely be used for the purpose of medical treatment of the patient.
- You will inform GivelIndia of any changes/amendments pertaining to the documents, bills, medical history or any other information whatsoever furnished by you with respect to the fundraiser.
- You authorise GivelIndia to use the personal data provided by you for the purposes for which you have shared it with us. You authorise GivelIndia to reserve the right to provide information relating to your fundraiser to donors, hospitals, or law enforcement authorities.
- You will comply with all relevant and applicable laws and financial reporting obligations, including but not limited to laws and regulations relating to registration, tax reporting and asset disclosures for your fundraiser.
- You are not being malafide in your intentions and actions, and are genuinely raising funds for a true medical/healthcare cause.
- You will comply with all the terms and conditions contained herein along with the organizational rules, regulations and bye-laws of GivelIndia.