



## TERMS AND CONDITIONS

Last updated on July 2020

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A project by Reality Cares, Societies Registration Act (1860), no: 1704/2009/G.B.B.S.D

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The data and information is provided by Reality Gives at no cost to users of this Website on an "as is" basis, to provide information about Reality Gives, philanthropy generally, methods of charitable giving, the charities which have supplied information about themselves for this Website and to facilitate the building of relationships between donors and Reality Gives. Reality Gives may make changes to such data and information at any time without notice

### **Intellectual property rights**

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Commercial use or publication of the content on the Website is strictly prohibited without prior authorization from Reality Gives. Nothing contained in these Terms of Use confers any license to use any content on the Website.

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### **Website material and user conduct**

Other than personally identifiable information, which is covered under our Privacy Policy, any material You transmit or post to this Website shall be considered non-confidential and non-proprietary. Reality Gives shall have no obligations with respect to such material. Reality Gives shall be free to edit, copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from this Website any material:

- a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, misleading, fraudulent, unlawful, constitute a contempt of court or otherwise be prejudicial to the administration of civil or criminal justice; or
- b) that is in breach of any third party's intellectual or other property rights or interests;
- c) which may cause annoyance or inconvenience; or
- d) for which you have not obtained all necessary licences and/or approvals; or





- e) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in India or any other country in the world; or
- f) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Website (including, without limitation, by hacking) and may only use the Website for lawful and proper purposes, in compliance with all applicable laws, regulations and codes of practice and otherwise in accordance with the other provisions of these terms of use.

By accessing our Website you undertake that You will not:

- a) use our Website in a manner which causes or may cause any infringement of the rights of any other;
- b) use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of our Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;
- c) deface, alter or interfere with the front end 'look and feel' of our Website or the underlying software code; or
- d) take any action that imposes an unreasonable or disproportionately large load on our Website or related infrastructure.
- e) Reality Gives shall fully co-operate with any law enforcement authorities or court order requesting or directing Reality Gives to disclose the identity or locate anyone posting any material in breach of any of aforementioned paragraphs.

## Links to and from other websites

Links to third party websites on this Website are provided solely for your convenience. If You use these links, You leave this Website. Reality Gives has not reviewed these third party websites and does not control and is not responsible for those websites, their content or availability, and in particular Reality Gives is not responsible for any information, goods or services contained, offered, described or made available on, or accessible through, those websites or by any means referred to on those sites. Reality Gives therefore does not endorse or make any representations about those websites, or any material found there, or any results that may be obtained from using them. If You decide to access any of the third party websites linked or accessible through those that are linked to this Website, You do so entirely at your own risk.

If You would like to link to or otherwise make use of any part of this Website, You may only do so subject to the following conditions and with Reality Gives' express prior written permission is obtained:

- a) You do not remove, distort or otherwise alter the size or appearance of any graphics or logos;
- 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 Reality Gives is endorsing any products or services other than its own;
- d) You do not misrepresent your relationship with Reality Gives nor present any other false information about the Reality Gives;
- e) You do not otherwise use any trade or service marks displayed on this Website without prior express written permission from Reality Gives;
- f) You do not link from a website that is not owned by You; and

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## REALITY GIVES

- g) You do not infringe any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

If You wish to link to or otherwise make use of any part of this Website on any other basis, or You are unsure whether your proposed linking arrangements will contravene these Terms of Use please contact Reality Gives at [info@realitygives.org](mailto:info@realitygives.org).

Reality Gives expressly reserves the right to revoke the right granted in these Terms of Use if at any time Reality Gives in its absolute discretion considers a link to be:

- a) inappropriate or controversial; or  
b) for breach of these terms and in either case Reality Gives may take any action it deems appropriate.

### Payments

You may initiate an online payment for donating ('Payment') to Reality Gives by providing the required information at the Website. This required information includes, but is not limited to:

- Your name, address and email address
- The amount of the Payment

Reality Gives does not retain credit, debit, or other payment information at any time. All information related each specific means of payment goes through our service providers for payment, which can be accessed here <https://danamojo.org> , <https://www.paypal.com> . Reality Gives cannot be held responsible for errors or mistakes related to the use of our service providers' service failure.

Reality Gives will only process a Payment transaction when it has received an authorization by Electronic Instruction from You directing Reality Gives to transfer funds. You must have adequate funds available in your Nominated Debit Account or on your Nominated Card in order for the transaction to be processed. If You do not, then Reality Gives may recover from You any exception processing fees it incurs from any Bank or other financial institution. Reality Gives may deduct these amounts from any of Your accounts, the details of which You have provided to Reality Gives, without any notice to You.

Your financial institution may charge You a fee for the Payment processed by Reality Gives to your nominated Card or Nominated Debit Account. Reality Gives will not be liable for such fees and charges.

Reality Gives will keep a record of the Payment transaction associated with your username for the period specified. However You are responsible for your own record keeping for financial planning, taxation or other purposes. To request a receipt for a payment to be sent to You, please provide a mailing address when making a donation and Reality Gives will provide You receipt on the provided mailing address.

Donations/ Payments processed successfully through the payment gateway will not be refunded. Please choose the amount You wish to contribute carefully.

### Warranties

Every effort has been made to ensure that information on the Website is free from error, Reality Gives provides the service on the Website on "As Is" and "As Provided" basis and does not warrant the accuracy, adequacy or completeness of the Website, the Service or any other products or services offered on the

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### **Limitation of Liability**

Reality Gives, it's the trustees, officers, directors, employees, contractors, shareholders or agents of each of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to You or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Website in any way.

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### **Breach of Terms of Use**

Where we believe, in our absolute discretion, that You are in breach of any of these Terms of Use we will be entitled without prior notice to deny You further use of the Website and/or to remove from our Website all information You have made available on or through our Website. If we take either or both of these courses of action our doing so will in all instances be without prejudice to any of our other rights, at law or otherwise.

You agree to indemnify and keep us indemnified from and against any and all actions, proceedings, costs, claims, damages, losses and expenses of whatsoever nature and howsoever arising as a result of or in connection with any breach by You of these terms and conditions, including any failure to indemnify us as required by this provision.

### **Entire agreement and Severability**

These Terms of Use, together with the terms of use for credit and debit card donations, contain all the terms of your agreement with us relating to your use of our Website. No other written or oral statement, whenever made (including statements in any brochure or promotional literature or materials published by us), will be incorporated.

Should any clause or part thereof of these Terms of Use be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.

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## **Jurisdiction and Governing Law**

Your use of our Website, any information downloaded from it and the operation of these Terms of Use will be governed by and construed in accordance with the laws of India and You agree to submit to the exclusive jurisdiction of the Courts in India in relation to any action, proceeding, claim, dispute or difference arising out of your use of our Website or otherwise in connection with our Website.

## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, pandemic, epidemic, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party within a period of 15 days of occurrence of such Force Majeure event and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

## **Questions and Contact Information**

Questions or comments about the Website may be directed to the Grievance Officer of Reality Gives at Karthika Nadar, [grievance@realitygives.org](mailto:grievance@realitygives.org) , 1/26 Unique Business Service Centre, Akber house, Nowroji Fardonji Rd., Colaba, Mumbai 400039, +91 9820822253.

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