

TERMS & CONDITIONS

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The T&Cs is a legally binding agreement made between MAD (“**we**”, “**our**” or “**us**”) and any individual accessing, visiting and/or making a donation through the Website (“**you**” or “**your**”).

BY VISITING AND/OR MAKING A DONATION TO US THROUGH THE WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE T&CS. IF YOU DO NOT AGREE TO BE BOUND, DO NOT ACCESS OR USE THE WEBSITE.

Internet, technology and applicable laws change frequently. Accordingly, we reserve the right to make changes to this T&Cs at any time. Your continued use of the Website constitutes assent to any new or modified provision of these T&Cs that may be posted on the Website.

Please also read the Privacy Policy [\[link\]](#) provided to you regarding our collection, storage and use of your personal information, which is incorporated herein by reference.

1. Eligibility

- 1.1. Except as expressly provided below, all donations to us shall be made only by individuals who can enter into legally binding contracts under applicable law (unless a consent is given by the parent/guardian of an individual below 18 (eighteen) years of age). You acknowledge and agree that MAD does not have any responsibility to ensure that you conform to the aforesaid eligibility criteria. Donations on the Website can only be made by individuals residing in India. Foreign citizens, or citizen of India residing abroad are invited to make donations via our crowdfunding partner, namely Give India through <https://give.do/projects/help-vulnerable-children-achieve-a-bright-future>.

2. Intellectual Property Rights

- 2.1. MAD owns or has rights to all intellectual property rights in and to the Website (including all derivatives or improvements thereof), and the information and data made displayed on the Website.
- 2.2. You may download, display or print information from the Website (“**Information**”) solely for non commercial personal use.
- 2.3. You must retain and reproduce each and every copyright notice or other proprietary rights notice contained in any Information you download. You may not, however, distribute, modify, transmit, reuse, repost, or use the content of the Website for public or commercial purposes, including the text, images, graphics, audio, and video without written permission of MAD. You should assume that everything you see or read on this Website is copyrighted unless otherwise noted and may not be used except as provided in these T&Cs or in the text on the Website without the written permission of MAD.

3. Accuracy of Information

3.1. While MAD uses reasonable efforts to include accurate and up to date information on the Website, it makes no warranties or representations (whether express or implied) with respect to the Information, which is provided “AS-IS WHERE-IS” basis. MAD accepts no responsibility or liability whatsoever arising from or in any way connected with the use of this Website or the Information. In particular, MAD will not be liable for the accuracy, completeness, adequacy, timeliness, or comprehensiveness of the information contained on the Website. MAD also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing on the Website or your downloading of any Information, including any materials, data, text, images, video, or audio from the Website.

4. Third Party Websites or Applications

4.1. The Website may contain links to other websites or applications that are owned and operated by third parties, and we may use a third-party payment gateway to process your payments to us. We do not control the information, products or services available on these third-party websites. The inclusion of any link does not imply our endorsement of the applicable website, application or any association with the website and/or application's operators. Because we have no control over such websites and resources, you agree that we are not responsible or liable for the availability or the operation of such external resources, for any material located on or available from any such websites or for the protection of your data privacy by third parties. Any dealings with, or participation in promotions offered by, advertisers on the website, including the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the applicable advertiser or other third party. You further agree that we shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such site or any such dealings or promotions. You may not use any third party intellectual property without the express written permission of the applicable third party, except as permitted by law.

5. Linking & Framing

5.1. You may not deep link to portions of the Website, or frame, inline link, or similarly display any of our property, including, without limitation, the Website. You may not use any of our logos or other trademarks as part of a link without express written permission.

6. Comments

6.1. All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit, or offer to us in connection with your use of the Website (“**Comments**”) will become our exclusive property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Comments and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You will, at our cost, execute any documents to affect, record, or perfect such assignment. Thus, we will own exclusively all such right, title and interest and shall not be limited in any way in the use, commercial or otherwise, of any Comments. You should not submit any Comments to us if you do not wish to assign such rights to us. We are and will be under no obligation: (i) to maintain any Comments in confidence; (ii) to pay to you or any third party any compensation for any Comments; or (iii) to respond to any Comments. You are and shall remain solely responsible for the content of any Comments you make.

7. Indemnification

7.1. You agree to defend, indemnify and hold MAD, and its affiliates, and their respective directors, officers, agents, employees, volunteers, members and partners harmless from any liabilities, losses, actions, damages, claims or demands, costs and expenses (including attorneys' fees), made by any third party directly or indirectly relating to or arising out of (a) your act and/or omission with respect to your use of the Website and/or in connection with any donation made by you, (b) your violation of the T&Cs and/or applicable law, and/or (c) your infringement of any third party's rights. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of any claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise, or in any other manner dispose of any claim without our consent.

8. Disclaimers, Exclusions & Limitations

8.1. MAD reserves the right to interrupt or discontinue any or all of the functionality of its Website. MAD who is controlling this Website accepts no responsibility or liability whatsoever for any interruption or discontinuance of any or all functionality of its Website, whether the result of actions or omissions of an entity of MAD or a third party.

8.2. The information may contain technical inaccuracies or typographical errors. MAD reserves the right to make changes, corrections and/or improvements to the Information, and to the products and programmes described in such information, at any time without notice.

8.3. Although MAD may from time to time monitor or review postings, transmissions, bulletin boards, and the like on the Website, MAD is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Website. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

8.4. MAD will fully cooperate with any law enforcement authorities or court order requesting or directing MAD to disclose the identity of anyone posting any such information or materials.

8.5. MAD may at any time revise these T&Cs by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current T&Cs to which you are bound.

8.6. We will not be liable to you or any third party for any consequential, incidental, indirect, punitive or special damages (including, without limitation, damages relating to lost profits, lost data or loss of goodwill) arising out of, relating to or connected with the use of the platforms, regardless of the cause of action on which they are based, even if advised of the possibility of such damages occurring.

8.7. Once you have made a donation or any other monetary contribution, MAD shall, at its discretion, utilise them in furtherance of its objectives and in the manner permitted under law.

9. Miscellaneous

- 9.1. ELECTRONIC RECORD. This Agreement is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures. This T&Cs is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Agreement for access or usage of the Website.
- 9.2. FORCE MAJEURE. MAD shall be not liable for any failure or delay in providing its Services under these T&Cs, if it is due to force majeure events that are beyond the reasonable control of a party, including but not limited to the acts of god, uncontrollable technical glitches, ransomware, cyber terrorism, internet disconnection by governmental authority, cyber-attack, strikes, acts of terrorism, burglary, hijacking, robbery, epidemic, pandemic, riots, political disturbances, invasion, fire, floods, tsunami or events beyond its reasonable control.
- 9.3. NOTICE. Any notice in connection with this T&Cs must be in writing and sent via registered post to the address first mentioned hereinabove or by e-mail to [contact@makeadiff.in]
- 9.4. GOVERNING LAW & JURISDICTION. The T&Cs shall be governed by and construed in accordance with the laws of India and the courts at Bangalore shall have exclusive jurisdiction to try any dispute arising hereunder.