

Terms & Conditions

LetzChange (a unit of Give Foundation)



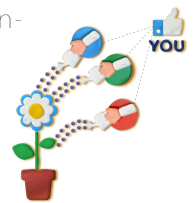
LetzChange: Gateway to the World of Giving

LetzChange 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.

LetzChange 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 LetzChange, we allow non-profits to be able to do that by using the tools.



Transparency is our priority...

At LetzChange, we ensure that due diligence is followed while on-boarding non-profits. While **80G and 12A certificates are mandatory** for being a partner of the LetzChange 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 LetzChange 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, LetzChange 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 LetzChange 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.** LetzChange 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 LetzChange 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 LetzChange services would be your choice.
- v.** LetzChange may modify these terms from time to time without notice which shall be effective after being posted by LetzChange on its platform. You agree to be bound to any changes to these terms when you use the LetzChange 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 LetzChange Services

- i.** LetzChange 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 LetzChange 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 LetzChange or avail of its services. LetzChange makes all reasonable efforts to ensure that the LetzChange 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 LetzChange by another user, or disclose your account details to any third party. You agree to notify LetzChange 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 LetzChange of any unauthorized use of your account or any other breach of security. LetzChange 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 LetzChange. 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 LetzChange Services.
- iv. You are prohibited from selling, trading or otherwise transferring your LetzChange account to another party.

4. Prohibited Activity

- i. You agree to act in a responsible and legal manner when using the LetzChange 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 LetzChange 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 LetzChange 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 LetzChange invitations to send messages to people who do not know you or who are unlikely to recognize you as a known contact;
 - using LetzChange 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 LetzChange Services;
- l. interfere with or disrupt the LetzChange services or servers or networks connected to this Website and/or LetzChange service, or disobey any requirements, procedures, policies or regulations of networks connected to this website and/or the LetzChange 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 LetzChange liable to the payment of damages to any third party.

5. Content

- i.** While using the service of the LetzChange 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 LetzChange you are granting to LetzChange a worldwide, royalty-free, perpetual, irrevocable, transferable license to use all such materials and information in the course of offering the LetzChange services. Furthermore, you understand that LetzChange 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 LetzChange.
- iii.** You represent and warrant that:
 - a.** you own the materials and information posted by you on or through the LetzChange Services or otherwise, and
 - b.** the posting of your materials and information on or through the LetzChange 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 LetzChange services.
- iv.** You understand that all materials and information publicly posted or privately transmitted through the LetzChange website is the sole responsibility of the person from which such content originated and that LetzChange 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 LetzChange cannot guarantee the identity of any other users with whom you may interact in the course of using the LetzChange. Additionally, LetzChange cannot guarantee the authenticity of any data which users may provide about themselves or relationships they may describe.
- vi. The LetzChange services contain content of users and other LetzChange licensors and you shall respect the intellectual property rights of others.
- vii. LetzChange may delete any content that in the sole judgment of LetzChange violates these Terms or which may be offensive, illegal, violate the rights of, harm, or threaten the safety of any person.
- viii. LetzChange assumes no responsibility for monitoring the LetzChange 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. LetzChange may, at its sole discretion, monitor the LetzChange service.
- ix. You are solely responsible for the content and information shared in you post on or through any of the LetzChange services. LetzChange does not endorse and has no control over such content. Content is not necessarily reviewed by LetzChange prior to posting and does not necessarily reflect the opinions or policies of LetzChange. LetzChange makes no warranties, express or implied, as to the content or to 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@letzchange.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

- c. LetzChange copyright and trademark notices and this permission notice appear in all copies.

6. Intellectual Property

- i. The contents of this website is the Intellectual Property of LetzChange 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 LetzChange. Such materials may be used only for viewing the website in the ordinary course or as a resource for using the LetzChange 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 LetzChange

- i. LetzChange 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 LetzChange services, and to have your name listed in the header of certain communications, which you initiate through the LetzChange.

8. Termination

- i. You agree that LetzChange may, with or without cause and/or prior notice, immediately terminate your LetzChange account and your access to any LetzChange services. Without limiting the foregoing, the following will lead to a termination by LetzChange of your use of the its services: (a) breaches or violations of these Terms or other incorporated LetzChange 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 LetzChange account includes removal of access to all offerings within the LetzChange services and may also bar you from further use of the LetzChange services. Furthermore, you agree that all terminations shall be made at LetzChange sole discretion and that LetzChange shall not be liable to you nor any third party for any termination of your account or access to the LetzChange service

9. Indemnification

- i. By accepting these Terms, you agree to indemnify and otherwise hold harmless LetzChange, 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 LetzChange services; (ii) unauthorized access to or alteration of your communications with or through the LetzChange services or (iii) any other matter relating to the LetzChange services. Any business transactions which may arise between Users from their use of the LetzChange services are the sole responsibility of the Users involved.

10. Privacy and Disclosures

- i. Use of the LetzChange 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 LetzChange 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 LetzChange, its Users and the public.

11. Member Disputes

- i. You are solely responsible for your interactions with other LetzChange Users. LetzChange 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. LetzChange is not responsible for the content, intellectual property rights, accuracy or opinions expressed on such websites. Inclusion of any linked website on the LetzChange services does not imply approval or endorsement of the linked website by LetzChange. 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 LetzChange 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 LetzChange is endorsing any products or services other than its own;
 - d. You do not misrepresent your relationship with LetzChange nor present any other false information about LetzChange;
 - 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 LetzChange 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 LetzChange 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 LetzChange 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 LetzChange of the unauthorized payment as soon as possible.
- v. The minimum amount that you can donate on LetzChange is ₹ 100.
- 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 LetzChange, the payment gateway service provider charges a fees up to 5% as processing fees. LetzChange may retain 5% 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 LetzChange 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 LetzChange 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. LetzChange 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. LetzChange 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 LetzChange. Non-profits provide a receipt for all successfully processed donations on LetzChange. These receipts contain a Reference Number unique that can be verified by LetzChange 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 LetzChange 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 LetzChange profile page. You need to then also on worksheet, to list all individual donations separately and include the receipts.*

15. Disclaimers

- i.** While LetzChange endeavors to ensure that the information on this website is correct, LetzChange does not warrant the accuracy and completeness of the material on the website. LetzChange 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 LetzChange 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 LetzChange be responsible for any loss or damage, resulting from use of the LetzChange services, attendance at a LetzChange event, from any content posted on or through the LetzChange services, from the conduct of any user of LetzChange 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, LetzChange 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 LetzChange, 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 LetzChange, its employees, contractors or sub-contractors. Without prejudice to the generality of the foregoing, under no circumstances shall LetzChange 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, LetzChange 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. LetzChange 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.** LetzChange cannot guarantee and does not promise any specific results from use of the LetzChange 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. LetzChange takes no responsibility for third-party advertisements that are posted on this website or through the LetzChange services, nor does it take any responsibility for the goods or services provided by its advertisers. LetzChange will not be responsible for any error or inaccuracy in advertising materials.

- viii. LetzChange 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 LetzChange endeavors to ensure that the website is normally available 24 hours a day, LetzChange 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 LetzChange 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 LetzChange 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. LetzChange reserves the right at any time to modify or discontinue, temporarily or permanently, the Website with or without notice. The user agrees that LetzChange 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. LetzChange 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 LetzChange services and is further affirmed by you becoming a user.
- ii. These Terms (together with any New Terms) which incorporates the LetzChange, 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 LetzChange regarding the use of the services of LetzChange website.
- iii. The failure of LetzChange 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 LetzChange 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 LetzChange.
- 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 LetzChange and you.
- vii.** LetzChange 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 LetzChange selection criteria and passes our due diligence can register to raise funds on LetzChange. Please apply by visiting the non-profit membership section of the website.
- ii.** All LetzChange 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 list
- i.** The organization's staff must have the ability to communicate with LetzChange in English, including translating documents
- j.** The organization does not discriminate in selecting its staff, board, and beneficiaries on the basis 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 LetzChange, 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 LetzChange its representatives may require, in order to present the same in suitable formats and templates on the portal.
- ii.** You authorize LetzChange 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 LetzChange 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 LetzChange, either refund the donor's money, or obtain consent to apply the donation for such other purpose as the donor may deem fit.
- v. LetzChange, 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 LetzChange 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 LetzChange, as the case may apply. The receipts may be sent to LetzChange or to the donor directly, as may be determined by LetzChange from time to time.
- vii. The non-profit shall send to LetzChange or to the donor directly, as may be determined by LetzChange 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 LetzChange. 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 LetzChange or donor. Where the donation has not been credited to the non-profit, LetzChange 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 LetzChange 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 LetzChange 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 LetzChange and its representatives to compile such updates.
- xii.** The non-profit indemnifies LetzChange 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 LetzChange 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 LetzChange 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 LetzChange 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 LetzChange 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, cheque 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 LetzChange 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 LetzChange, 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.

Terms & Conditions

For any other information on Terms and Conditions, contact us at support@letzchange.org. Member NGOs can contact us at partners@letzchange.org. For membership enquiry, email to us membership@letzchange.org.