

TERMS AND CONDITIONS

Please read the following Terms of Use/Terms and Conditions carefully before using crowdnewsing.com, owned by the company BZ STUDIO92 Private Limited (the 'Company' or 'CrowdNewsing'). This agreement sets forth the legally binding terms and conditions for Campaigners, funders and Visitors (collectively called "Users") of the website. By using the service/services in any manner, including, but not limited to, visiting or browsing the site or contributing content, information, or other materials or services to the site, you agree to be bound by this agreement.

It is clarified that all references to 'he', 'his', 'him' and 'himself', in the context of the User, shall be deemed to include references to Users of the opposite gender as well as Users who are legal or non-natural entities.

Summary of Services

Crowdnewsing operates an online platform where certain users ('Campaigners') run campaigns to raise funds for their reporting or creative projects. They raise funds by asking for contributions from other users ('supporters') in return for tangible and intangible rewards. The funders do not get any monetary return on their funding amount. Every campaign has a funding goal and a defined deadline to reach this funding goal.

User Content Submissions

Through the Site, email, websites, and other media, the Company makes accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, projects, other material and information, and associated trademarks and copyrightable works (collectively, "Content"). Users may have the ability to contribute, add, create, upload, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible ("Submit") Content. By creating a fundraising campaign on the Site, you as the campaigner are offering the public the opportunity to enter into a contract with you. By funding a campaign on the Site, you as the Funders accept that offer and the contract between the campaigner and the Funders. CrowdNewsing is not a party to that agreement between the campaigner and Funders. All dealings are solely between Users.

Acceptance of Terms

The Service is offered subject to acceptance of all of the terms and conditions contained in these Terms of Use, including the Privacy Policy (that can be found on the website) mentioned in this document and all other operating rules, policies, and procedures that may be published on the Site, which are incorporated by reference

and may be updated by the Company without notice to you. In addition, some Services offered through the Site may be subject to additional terms and conditions adopted by the Company. Your use of those services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference.

The Services of the Site is available only to individuals or entities who need their funds transferred to an Indian bank account. The Company may, in its sole discretion, refuse to offer the Site's services to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Site's services is revoked in those jurisdictions.

Modification of Terms of Use

The Company reserves the right, at its sole discretion, to modify or replace these Terms of Use, or change, suspend, or discontinue the Site and its services (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. The Company may also impose limits on certain features and services or restrict your access to parts or all of the website without notice or liability. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the website following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

Registration

You may view Content on the Site without registering, but as a condition of using certain aspects of the Site, you may be required to register with the Company and it's Site and create a User profile using a "User ID" and password. The Site also allows you to use your Facebook profile as your login preference; however, the Site does not post or publish anything on your Facebook profile without your permission. Also, please note that Facebook has a standard login procedure, which you must follow as a user; CrowdNewsing has no control over Facebook's login procedure. Additionally, you shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your account. You shall not use as a User ID, domain name, or project name, any name or term that:

- is the name of another person, with the intent to impersonate that person;
- is subject to any rights of another person, without appropriate authorization; or
- is offensive, vulgar, or obscene;
- is in violation of any applicable law or contractual obligation.

The Company reserves the right in its sole discretion to refuse registration of or cancel a User ID, domain name, and project name. You are solely responsible for

activity that occurs on your account and shall be responsible for maintaining the confidentiality of your password for the Site. You shall never use another User account without the other User's expressed permission. You will immediately notify the Company in writing of any unauthorized use of your account, or other known account-related security breach.

Fund Transaction and Accountability

The Site offers various payment gateways to facilitate transaction of funds for campaigns. However, it may be noted that the Site or the Company:

- Are not the final recipients of any funds from the Funders directly, but a service provider, which enables receipt of funds (both domestic and foreign) by campaign owners, who are the final recipient of funds.
- Collects the funds in the Company bank account till the campaign is running for a time period chosen by the campaigner. And transfers the funds to the campaign's bank account 15 days after the campaign's time period has ended, unless otherwise decided between the campaigner and the company.
- Makes refunds after deducting necessary transaction fee to the funder.
- Does not generate contributions and Funders for a campaign.
- Does not guarantee that the target funds of a campaign will be raised fully.
- Does not offer the platform to users for investing in a project for the purpose of equity, loans/debt, or profit sharing.

Terms and conditions for campaigners

Exclusivity

The Campaigner shall not, directly or indirectly, run or be associated with any other crowdfunding campaigns on any other platform, or directly or indirectly, run an independent or separate crowdfunding campaign at any time during the period the Campaigner is crowdfunding on CrowdNewsing.

The Campaigner shall be liable for any and all damages or losses, including indirect or consequential damages or losses, arising from or in relation to the breach of the above exclusivity clause and the Campaigner agrees to indemnify and hold CrowdNewsing harmless in case of any such damages or losses.

Project submission and evaluation

Campaigners have to go through a free mandatory evaluation process in order to get selected by the Site for the purpose of hosting their campaign and raising funds. The mandatory questions on the evaluation form have to be filled before a campaigner can be reviewed. Project details submitted in the evaluation form are kept

confidential within the Company, however CrowdNewsing does not ensure that it would prevent any leakage of information outside.

Campaign approval or rejection

The Company follows proprietary guidelines and criteria while selecting a campaign/project for the purpose of raising funds on the Site. Only those campaigners, whose projects are approved by the Company, are allowed to raise funds on the Site by running their campaigns. The Company reserves the right to select or approve a campaign as per these guidelines and also reserves the right to communicate or not communicate the reasons for rejection.

Commission structure

The Campaigner agrees to pay CrowdNewsing the following fees in relation to the Campaigner's crowdfunding campaign(s):

- Campaign commission of 10%, to be charged on the total amount of funds raised at the end of your campaign. (There shall be NO additional Payment Gateway charges). Service Tax and other taxes, if any, shall be payable on this amount at the rates applicable as on the date of campaign settlement.
- Fees towards Digital Marketing and PR services: These are optional services which shall be charged at Rs. 35,000/- per month plus applicable taxes

Service Tax and other taxes, if any, shall be payable on this amount at the rates applicable as on the date of payment.

Campaign setup

Campaigners are solely responsible for creating their own campaign pages within the format provided by CrowdNewsing. Campaigners must source all relevant content including text, images, and videos themselves. You further agree that your content or any other submission will not contain third party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant the Site all of the license rights granted herein. You will pay all royalties and other amounts owed to any person or entity based on your submitting content to the Site or the Company's publishing or hosting of the content as contemplated by these Terms of Use. The use or other exploitation of content by the Company and Users as contemplated by this agreement will not infringe or violate the rights of any third party. Furthermore, all information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which that content originated. The Company will not be liable for any errors or omissions in any content. The Company cannot guarantee the identity of

any other Users with whom you may interact while using the Site. All content you access through the Site is at your own risk and you will be solely responsible for any resulting damage or loss to any party. No campaign with CrowdNewsing can launch before CrowdNewsing has approved all the campaign page elements i.e., the pitch video, pledge content, images, bios etc. The Company shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your content. CrowdNewsing's feedback to change the elements, if given to the campaigner, must be implemented by the campaigner. CrowdNewsing holds the right to disallow unsatisfactory campaigns from going live on our platform.

Campaign target & timeline

The Campaigner is not allowed to change the funding goal and/or time period, after his campaign has gone live and made available to public on CrowdNewsing.

Reporting

CrowdNewsing enables complete transparency of funds collected through real time emails for every funding transaction & funder reports downloadable at the discretion of campaigners. However, CrowdNewsing is not liable for incorrect funder information provided by funders. Campaigner must connect with Funders directly, without involving the Site or the Company, to get any other information other than contacts details or other than the details of the Funders provided by CrowdNewsing to the campaigner.

The campaigners hold the right to refuse contributions.

Fund transfer and management

CrowdNewsing only enables the flow of funds from funders to Campaigners and is not the final recipient of funds raised (other than commission payable by the Campaigner) on its platform.

Foreign funds

All foreign contributions shall be required to be made in strict compliance with Foreign Contribution Regulation Act, 1976. The campaigner represents and warrants that it is aware of the Foreign Contribution Regulation Act, 1976 and its contents and is seeking contributions in full compliance with the provisions of Foreign Contribution Regulation Act, 1976. Further, the campaigner covenants that it shall, at all times, remain in absolute and full compliance with the provisions of Foreign Contribution Regulation Act, 1976, in relation to the campaign.

The campaigner agrees that CrowdNewsing is relying on the Campaigner's specific representation of compliance with Foreign Contribution Regulation Act, 1976 and is

agreeing to enter into this agreement based on such representation. In the event that such representation is inaccurate, false or misleading, the campaigner shall solely be responsible and liable and shall indemnify CrowdNewsing for any and all direct or indirect, loss or damage suffered by CrowdNewsing.

Only if the Campaigner is an NGO, it shall have to be registered/approved with Foreign Contribution Regulation Act, 1976 to be able to receive foreign contributions. Else foreign contributions will be restricted on such Campaigner's campaign.

Taxation

Campaigners must bear any and all tax liabilities on the funds raised through CrowdNewsing. These taxes may include, but are not limited to, income tax, VAT, and service tax applicable on the fund's raised or on the procurement of rewards. CrowdNewsing is not liable to provide any tax or legal advice to Campaigners. Information provided in CrowdNewsing's FAQs are only a guideline and subject to change without notice.

Use of funds

The campaigner must use the funds collected through CrowdNewsing solely for the project described in their crowdfunding campaign. Campaigners shall be liable to legal prosecution by Funders and/or CrowdNewsing (jointly and severally) if they are found to be using funds for any purpose other than that specified at the time of raising the funds, or other inappropriate purposes. The Site can discontinue the campaign if it gets any notification of misuse of funds or use of funds for another purpose other than the stated creative project at any time of the campaign, without any notice or discussion to the campaign owner at the Company's sole discretion.

Project completion

While campaigners have full project ownership and the right to complete it, they are accountable and obligated to finish the project by the deadline they have set. Campaigners must also keep the funders updated about the work in progress in case of delays to avoid funder dissatisfaction.

The Company or the Site does not make any claims or guarantees on behalf of the campaigner regarding the completion of the project and usage of the funds raised solely for the purpose of the project.

Similarly, the Company or the Website does not take any responsibility for making sure that the project for which the funds are raised through its Site is completed and made available to the Funders. The Funders are free to get in touch with the

campaign owner directly and solving any dispute that arises regarding the campaign or the project.

CrowdNewsing will not be responsible for any liabilities resulting from funders' dissatisfaction with the project delivery or rewards fulfilment. Campaigners acknowledge that they are aware that funders may take legal action if they don't receive the rewards promised by the campaigner by the specified timeline.

CrowdNewsing branding & marketing

Campaigners must include CrowdNewsing's logo branding on all project and/or campaign related marketing collaterals, whether online or offline (e.g., online banners, offline flyers) as per CrowdNewsing's brand and logo guidelines.

CrowdNewsing should be credited as the project's "Online Crowdfunding Partner" at campaign or project related offline events. Also successful campaigners are obliged and undertake to attend and/or lead CrowdNewsing's branding & marketing activities such as events, ad videos, interviews, etc.

Campaign cancellation

Notwithstanding anything set out herein, CrowdNewsing reserves the right, at its sole discretion, to reject, cancel, interrupt, remove, or suspend a campaign at any time and for any reason. CrowdNewsing is not liable for any damages as a result of any of those actions. CrowdNewsing's policy is not to comment on the reasons for any of those actions.

CrowdNewsing's rights

CrowdNewsing shall have the right to:

- make changes in its technology platform or services, at its sole discretion, at any time, without notice or liability.
- decide who's eligible to use the services offered by CrowdNewsing.
- cancel accounts or decline to offer our services.
- change our eligibility criteria at any time.
- cancel any funding to any project, at any time and for any reason.
- reject, cancel, interrupt, remove, or suspend any project at any time and for any reason.

CrowdNewsing is not liable for any damages as a result of any of these actions, and it is our policy not to comment on the reasons for any such action.

CrowdNewsing will not have any ownership rights over your User Submissions and Content. However, CrowdNewsing will get the license to perform and market the Site

on your behalf and on behalf of its other Users and itself. You grant to the Company the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable right to (and to allow others acting on its behalf to)

- use, edit, modify, prepare derivative works of, reproduce, host, display, stream, transmit, playback, transcode, copy, feature, market, sell, distribute, and otherwise fully exploit your User Submissions and your trademarks, service marks, slogans, logos, and similar proprietary rights (collectively, the "Trademarks") in connection with
 - the Site,
 - CrowdNewsing (and its successors' and assigns') businesses,
 - promoting, marketing, and redistributing part or all of the Site (and derivative works thereof) or the service in any media formats and through any media channels (including, without limitation, third-party websites);
- take whatever other action is required to perform and market the Service;
- allow its Users to stream, transmit, playback, download, display, feature, distribute, collect, and otherwise use the User Submissions and Trademarks in connection with the Service; and
- use and publish, and permit others to use and publish, the User Submissions, Trademarks, names, likenesses, and personal and biographical materials of you and the members of your group, in connection with the provision or marketing of the Service. The foregoing license grant to CrowdNewsing does not affect your other ownership or license rights in your User Submissions, including the right to grant additional licenses to your User Submissions.

The Campaigner agrees and grants CrowdNewsing the right to use all the visual and text-based content (digital or non-digital) submitted by the Campaigner for his campaign(s), for the purpose of branding and marketing activities of the platform/ CrowdNewsing. Notwithstanding anything in this Agreement, the Campaigner agrees to grant CrowdNewsing an exclusive, perpetual, irrevocable rights and license, on worldwide basis, to monetize the Campaigner's project pitch video(s) through any means or medium deemed for by CrowdNewsing, including various digital platforms such as Vimeo, Youtube etc.

Campaigner email database

The Campaigner hereby agrees to grant CrowdNewsing unrestricted and unconditional access to the Campaigner's contacts database (including email addresses, phone number, address, virtual profile handles, virtual profile address, virtual profile link, etc) and permits CrowdNewsing, in perpetuity, to retain, save, access and reach out to all such persons / entities forming part of the Campaigner's contacts database for the Campaigner's Campaign as well as for any and all future

campaigns launched on CrowdNewsing, whether or not such campaigns are related to the Campaigner. It is clarified that the Campaigner shall share such Campaigner's contacts database with CrowdNewsing as part of formulating its Campaign.

Third-Party Sites

The Site may permit campaign owners and users to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third-party websites, you do so at your own risk. Those other websites are not under the Company's control, and you acknowledge that the Company is not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those other websites or resources. The inclusion on another website of any link to the Site does not imply endorsement by or affiliation with the Company.

Terms and conditions for funders

Registration

Funders can only fund a project by registering on the Site using the Site's login procedures. By choosing the Facebook login, they agree to give the Site, access to their Facebook account's profile pictures and email id. They also allow the Site to create their account on CrowdNewsing and use their Facebook profile picture as the profile picture of their CrowdNewsing account. The Site does not publish any content on their Facebook profiles without their permission. The Site also gets access to the User's friend's list, only after the User gives the permission to get access to this list.

Contribution details

A contribution is a voluntary donation made by a Funders to a project's campaign running on the Site for the purpose of raising funds. The Funders does not make the contribution for any financial / monetary returns like equity or profit share in the project, neither is his/her contribution considered a loan to the project or its campaigner.

Fees and taxes

Funders give their consent and authorize the Site to deduct the necessary commissions on the contributed amount before transferring to the final recipient i.e., the campaigner, or while refunding their amount.

Payment details

By funding a campaign, the Funders agree to provide their name, email address, phone number, billing and shipping addresses. They also agree to provide the authorized online payment gateway of the Site, necessary & required details of their

credit and debit cards for making an online contribution. Funders agree to have sufficient funds or credit during making a contribution for a campaign. Funders are informed that their credit and debit card related details are not provided to the Company or the Site by the online payment gateway & remain confidential. We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

Other Funders information

Funders authorize the Site to provide campaigners their name and contact details for the purpose of connecting regarding queries or updates regarding the funded project. Additionally, they also authorize the Site to publish their name and image (if logged in through Facebook) on the 'Funders' section of the campaign that is funded by them. However, Funders can choose to be "anonymous", if they don't wish to make themselves public. None of the Funders' funding amount is made public by the Site. Furthermore, by providing the Site their contact details, Funders agree to receive regular updates about the future crowdfunding campaigns on the Site through fortnightly newsletters. They can always choose to deactivate reception of the Site's newsletter and other notifications.

Project completion

The Company or the Site does not oversee the performance or punctuality of projects, neither does it guarantee the completion of projects. The responsibility of project completion solely lies with the campaigner.

Funders agree to not hold the Site or the Company responsible for any of their dissatisfaction related to the project they funded and must deal with the campaigner directly. Funders, by making a contribution to a campaign on the Site, are assumed to have understood that projects run the risk of getting delayed or not completing.

The Company or the Site also does not endorse any User Submissions. Users (both campaign owners and Funders) release the Company and the Site, its officers, employees, agents, and successors in rights from claims, damages, and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and the Service.

Rewards delivery

Contribution towards the favourite campaign on the Site will be solely considered a voluntary contribution for which Funders will receive the incentive/reward mentioned in the amount slab chosen by the Funders.

The Funders agree to receive the refund either through a couriered cheque or via an online reversal/refund of their original payments. In case of a cheque refund (for cases where the initial contribution was made via cheque or bank transfer), the Funders agrees to allow CrowdNewsing to deduct courier charges from the contribution. In case of an Online refund/ reversal (for cases of online Payment), the Funders agrees and acknowledges that the payment gateway has the right to deduct their charges from the refunded amount.

A Funder cannot ask for a refund if a campaign he/she funded met its target. The Funders relieve the Company or the Site from any obligation to make a refund in such a case.

In the event of an unreasonable delay beyond the period stipulated by the campaigner for fulfilment of the rewards, after a campaign has successfully met its target, Funders may seek legal remedy directly against the campaigner / campaign owner.

Campaigners may cancel or refund a contribution at any time and for any reason, and if they do so, are not required to deliver the reward.

Campaigners and Funders agree to deal directly with each other, without involving CrowdNewsing regarding any refund negotiations other than in the aforementioned scenario.

Rights of the project

Funders agree to not claim any ownership in the project they fund through the campaign on the Site. The rights of the project remain with the campaigner.

Dispute between campaigners and their Funders

The Site or the Company is under no obligation to become involved in disputes between any Users, or between Users and any third party arising in connection with the use of the Site. This includes, but is not limited to, delivery of goods and services, and any other terms, conditions, warranties, or representations associated with campaigns on the Site. You release the Site and Company, its officers, employees, agents, and successors in rights from claims, damages, and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and the service.

Representations and warranties

You (i.e. the campaigners and the Funders) hereby represent and warrant to CrowdNewsing that:

- all information provided by them during the registration / campaign / funding process, as applicable, is true and accurate;

- they are capable (in case of an individual, being above 18 years of age) and duly authorized (in case of a legal entity, by way of appropriate corporate approvals) to enter into the campaigning / funding arrangement, on behalf of himself, any other person, company, or other entity.

Covenants

No Person shall copy or utilise, in any manner, the questionnaire(s), responses, designs, content or any other data generated in consultation with CrowdNewsing, without the prior written consent of CrowdNewsing.

General terms and conditions

Rules and Conduct

As a condition of use, you promise not to use the Site for any purpose that is prohibited by the Terms of Use or law. The Site and its' services are provided only for your own personal, non-commercial use (except as allowed by in this Terms of Use). You are responsible for all of your activity in connection with the Site and its Services. You shall not, and shall not permit any third party using your account to, take any action, or Submit Content, that:

- Infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any other person or entity, or violates any law or contract;
- You know is false, misleading, or inaccurate;
- Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, obscene, offensive, profane, or invasive of another's privacy;
- Constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters;
- Contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of the Company or any third party; or
- Impersonates any person or entity, including any employee or representative of the Company.
- Users may not use the Company's Site for activities that:
 - violate any law, statute, ordinance or regulation;
 - relate to sales of
 - narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety,
 - drug paraphernalia,

- items that encourage, promote, facilitate or instruct others to engage in illegal activity,
 - items that promote hate, violence, racial intolerance, or the financial exploitation of a crime,
 - items that are considered obscene,
 - items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction,
 - certain sexually oriented materials or services, or
 - ammunition, firearms, or certain firearm parts or accessories, or
 - certain weapons or knives regulated under applicable law;
 - relate to transactions that
 - show the personal information of third parties in violation of applicable law,
 - support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs,
 - are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card,
 - are by payment processors to collect payments on behalf of merchants,
 - are associated with the following Money Service Business activities: the sale of traveler's checks or money orders, currency exchanges or check cashing, or
 - provide certain credit repair or debt settlement services;
 - involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent;
 - violate applicable laws or industry regulations regarding the sale of (a) tobacco products, or (b) prescription drugs and devices;
 - involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from the Company and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law."
- Additionally, you shall not:
 - take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on the Company's or its third-party providers' infrastructure;

- interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service;
- bypass any measures the Company may use to prevent or restrict access to the Service (or other accounts, computer systems, or networks connected to the Service);
- run Maillist, Listserv, or any form of auto-responder or "spam" on the Service; or
- use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site.

You shall not directly or indirectly:

- decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction;
- modify, translate, or otherwise create derivative works of any part of the Service; or
- copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national, and international laws and regulations. The Company does not guarantee that any Content will be made available through the Service. The Company has no obligation to monitor the Service or Content. The Company reserves the right to, at any time, for any reason, and without notice:
 - cancel, reject, interrupt, remove, or suspend a campaign or project;
 - remove, edit, or modify any Content, including, but not limited to, any User Submission; and
 - remove or block any User or User Submission. CrowdNewsing.in reserves the right not to comment on the reasons for any of these actions.

Termination

The Company may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. If you wish to terminate your account, you may do so by following the instructions on the Site. Any fees paid to the Company are non-refundable. All provisions of the Terms of Use that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

The Company, and its directors, employees, agents, suppliers, partners, and content providers do not warrant that:

- the Service will be secure or available at any particular time or location;
- any defects or errors will be corrected;

- any content or software available at or through the Service is free of viruses or other harmful components; or
- the results of using the Service will meet your requirements. Your use of the Service is solely at your own risk.

Content and License

You agree that the Site contains Content provided by the Company and its partners and Users and that the Content may be protected by copyrights, trademarks, service marks, patents, trade secrets, or other rights and laws. You shall abide by and maintain all copyright and other legal notices, information, and restrictions contained in any Content accessed through the Service. The Company grants to each User of the Site a worldwide, non-exclusive, non-sublicensable and non-transferable license to use and reproduce the Content, solely for personal, non-commercial use. Use, reproduction, modification, distribution, or storage of any Content for other than personal, non-commercial use is prohibited without prior written permission from the Company, or from the copyright holder. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third-party right.

Intellectual Property

By submitting Content (User Submissions) on the Site, you agree to the following terms:

- The Company will not have any ownership rights over your User Submissions. However, you agree to provide the Company the license to perform and market the Site or the Company on your behalf and on behalf of its other Users and itself. You grant to the Company the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable right to (and to allow others acting on its behalf to)
 - use, edit, modify, prepare derivative works of, reproduce, host, display, stream, transmit, playback, transcode, copy, feature, market, sell, distribute, and otherwise fully exploit your User Submissions and your trademarks, service marks, slogans, logos, and similar proprietary rights (collectively, the "Trademarks") in connection with
 - the Service,
 - the Company's (and its successors' and assigns') businesses,
 - promoting, marketing, and redistributing part or all of the Site (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third-party websites);
 - take whatever other action is required to perform and market the Service;

- allow its Users to stream, transmit, playback, download, display, feature, distribute, collect, and otherwise use the User Submissions and Trademarks in connection with the Service; and
- use and publish, and permit others to use and publish, the User Submissions, Trademarks, names, likenesses, and personal and biographical materials of you and the members of your group, in connection with the provision or marketing of the Service. The foregoing license grant to the Company does not affect your other ownership or license rights in your User Submissions, including the right to grant additional licenses to your User Submissions.
- You are publishing your User Submission and you may be identified publicly by your name or User ID in association with your User Submission.
- You grant to each User a non-exclusive license to access your User Submissions through the Service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions solely for personal, non-commercial use.
- You further agree that your User Submissions will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant CrowdNewsing all of the license rights granted herein.
- You will pay all royalties and other amounts owed to any person or entity based on your Submitting User Submissions to the Service or the Company's publishing or hosting of the User Submissions as contemplated by these Terms of Use.
- The use or other exploitation of User Submissions by the Company and Users as contemplated by this agreement will not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.
- The Company shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your User Submissions.
- All information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which that content originated.
- The Company will not be liable for any errors or omissions in any Content.
- The Company cannot guarantee the identity of any other Users with whom you may interact while using the Service.
- All Content you access through the Site is at your own risk and you will be solely responsible for any resulting damage or loss to any party.

- CrowdNewsing reserves the right to cancel or suspend any campaign or delete any User Submission or terminate a User account if there is a complaint of infringement of the Content.
- CrowdNewsing reserves the right to ban repeat infringers of Intellectual property from using the Site.

Indemnification

Notwithstanding anything herein, the campaigners and/or the Funders, as may be applicable, will not hold CrowdNewsing responsible in the event of target not met. The campaigners and/or the Funders will also not hold CrowdNewsing responsible for any unforeseen technical glitches such as but not limited to website down for maintenance, server errors, speed of website download, any viruses in the website etc., that might affect transaction activity on their campaigns or contribution transactions. Additionally, you (i.e. the campaigners and/or the Funders), as the case maybe, shall defend, indemnify and hold harmless CrowdNewsing, it's affiliates, employees, contractors, directors, suppliers, and representatives from all direct and indirect liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your breach or non-compliance of any of the Terms of Use herein, misrepresentation, use or misuse of, or access to, the Service and Content, or otherwise from your User Submissions, violation of the Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. CrowdNewsing reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with the Wishbery in asserting any available defenses.

Limitation of Liability

In no event shall the Company, nor its directors, employees, agents, partners, vendors, suppliers, or content providers, be liable under contract, tort, strict liability, negligence, or any other legal or equitable theory with respect to the service

- for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising) and
- for any bugs, viruses, trojan horses, or the like (regardless of the source of origination).

The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company's reasonable control, including, without limitation, third party intervention, change in law or economic circumstances, mechanical, electronic, or communications failure or degradation.

Electronic Delivery, Notice Policy, and Your Consent

By using the Site, you consent to receive from the Company, all communications including notices, agreements, legally required disclosures, or other information in connection with the Site (collectively, "Contract Notices") electronically. The Company may provide the electronic Contract Notices by posting them on the Site. If you desire to withdraw your consent to receive Contract Notices electronically, you must discontinue your use of the Site.

Dispute Resolution

If any dispute, controversy or claim arises out of or in connection with these Terms of Use, in which the Company is a party (a Dispute), the disputing parties shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably. If a party gives the other party notice that a Dispute has arisen (a Dispute Notice) and the parties are unable to resolve the Dispute amicably within 30 (thirty) days of service of the Dispute Notice (or such longer period as the parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with the below terms. Subject to the above clause, all Disputes or differences regarding this Agreement shall be submitted to final and binding arbitration. In the event of such arbitration:

- The arbitration shall be in accordance with the rules of the London Court of International Arbitration, in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);
- All proceedings of such arbitration shall be in the English language. The place / seat of the arbitration shall be New Delhi and the courts of Delhi shall have exclusive jurisdiction over the arbitration proceedings;
- The Law governing the conduct of arbitration and the arbitration proceedings shall be the laws of India;
- The arbitration shall be conducted before a sole arbitrator appointed by CrowdNewsing;
- Arbitration awards shall be reasoned awards and shall be final and binding on the disputing parties; and
- The existence or subsistence of a dispute between the parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of the parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

Nothing shall preclude a party from seeking interim or permanent equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the parties to pursue any other remedy or relief through the arbitration.

Governing Law

These Terms of Use shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Mumbai.

Integration and Severability

These Terms of Use, the Privacy Policy, the Online Campaigner Agreement and other referenced material herein or on the Site, are the entire agreement between you and the Company with respect to the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and the Company with respect to the Service and govern the future relationship. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Miscellaneous

The Terms of Use are personal to you, and are not assignable, transferable, or sublicensable by you except with the Company's prior written consent. The Company may assign, transfer, or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorney's' fees. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.