

ORGANIZATION WEBSITE ACCESS, USAGE & CONSENT AGREEMENT

This Organization Website Access, Usage & Consent Agreement ("Agreement") is entered into between **Vin Seva Aspirants Foundation**, a non-government company, registered at Registrar of Companies, Bangalore, a unit of VCO Group of Companies, also known by its brand name **Vinseva** ("Vinseva", "We", "Us", "Platform Owner"), and the participating Non-Governmental Organization (OR) Association (OR) Associates (OR) Associate (OR) Volunteer ("Partner NGO", "You", "Your").

By requesting, accessing, or using a sub-domain provided under Vinseva's primary website/domain, the Partner NGO agrees to be legally bound by this Agreement.

1. Purpose of Sub-Domain Access

Vinseva provides sub-domain access to Partner NGOs solely for the purpose of enabling visibility, outreach, donation facilitation, adoption, sponsorship and program-related information dissemination. The sub-domain shall operate as an extension of Vinseva's main platform and infrastructure.

2. Nature of Relationship

Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, employment, or fiduciary relationship between Vinseva and the Partner NGO. Each party shall operate independently.

Note: Partner NGO shall bear exclusive responsibility for the execution of project activities and the procurement of all necessary materials.

3. Ownership & Control

- The primary domain, sub-domain structure, hosting environment, and technical framework shall remain the exclusive property of Vinseva.
- Partner NGOs are granted a limited, non-exclusive, revocable right to use the assigned sub-domain.
- Vinseva reserves the right to modify, suspend, or withdraw sub-domain access at its discretion.

4. Content Responsibility

- All content uploaded, published, or displayed on the sub-domain shall be the sole responsibility of the Partner NGO.
- The Partner NGO represents and warrants that its content is lawful, accurate, non-misleading, and compliant with their respective jurisdictional concerned authority or local governing system or government.
- Vinseva shall not be responsible for verifying, endorsing, or auditing the Partner NGO's content.

5. Compliance & Regulatory Obligations

The Partner NGO confirms that it:

- Is validly registered under their jurisdictional concerned authority or local governing system or government;
- Holds necessary approvals, registrations, and permissions (including 12A, 80G, FCRA, if applicable);
- Will comply with all laws related to donations, fundraising, data protection, and financial reporting.

6. Donations & Financial Transactions

- Donations made through the Partner NGO's sub-domain shall be deemed to be made directly to the Partner NGO unless otherwise explicitly stated.
- Vinseva shall act only as a technology facilitator and shall not be responsible for utilization, reporting, or statutory compliance related to such donations.
- Partner NGOs are solely responsible for issuing donation receipts, tax certificates, and donor communications unless otherwise agreed in writing.
- Vinseva shall be **held harmless** and shall bear **no liability** for any unauthorized or illegal cash transactions conducted by Partner NGOs. Vinseva reserves the **absolute right** to initiate appropriate legal proceedings or administrative actions against any Partner NGOs found to be in violation of these terms.

7. Data Protection & Privacy

- Partner NGOs shall handle donor and user data in accordance with applicable data protection laws and their own published privacy policies.
- Vinseva may have technical access to data solely for platform operation, maintenance, and security purposes.

- Partner NGOs shall not misuse, sell, or unlawfully share user data obtained through the sub-domain.

8. Brand Usage & Representation

- Partner NGOs may use their own branding within the sub-domain as permitted by Vinseva's design and technical guidelines.
- The use of Vinseva's name, logo, or trademarks by Partner NGOs shall require prior written consent.
- Partner NGOs shall not misrepresent affiliation, endorsement, or sponsorship beyond what is expressly permitted.

9. Monitoring & Moderation

Vinseva reserves the right (but not the obligation) to monitor content for compliance with this Agreement. Vinseva may remove or restrict access to any content that violates applicable laws, platform policies, or this Agreement.

10. Suspension & Termination

Vinseva may suspend or terminate sub-domain access immediately if:

- The Partner NGO violates this Agreement;
- Any illegal, fraudulent, or misleading activity is identified;
- Continued access poses legal, reputational, or operational risk to Vinseva.

Upon termination, all rights granted under this Agreement shall cease immediately.

11. Indemnity

The Partner NGO agrees to indemnify and hold harmless Vinseva, its trustees, directors, employees, and affiliates from any claims, losses, liabilities, penalties, or damages arising out of:

- Content published by the Partner NGO;
- Misuse of the sub-domain;
- Breach of applicable laws or this Agreement.

12. Limitation of Liability

Vinseva shall not be liable for any indirect, incidental, consequential, or special damages arising from sub-domain usage, including loss of data, donations, reputation, or business opportunities.

13. Changes to Agreement

Vinseva reserves the right to modify this Agreement at any time. Continued use of the sub-domain after such changes constitutes acceptance of the revised terms.

14. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. The parties agree to comply with all mandatory concerned authorities, departments, local regulations and statutory requirements applicable to the activities. The courts at Bengaluru, Karnataka, shall have exclusive jurisdiction over any disputes arising out of this Agreement.

15. Consent & Acceptance

By requesting or using a sub-domain under Vinseva's main website, the Partner NGO confirms that it has read, understood, and agreed to the terms of this Agreement.

16. Digital Acceptance & Binding Effect

This Agreement is a legally binding electronic agreement. By selecting the "I Agree" checkbox, clicking acceptance, submitting a request for a sub-domain, or by accessing or using the sub-domain provided under Vinseva's main website or application, the Partner NGO confirms its consent to and acceptance of this Agreement.

Such electronic acceptance shall constitute valid and enforceable consent under applicable laws, including the Information Technology Act, 2000, and shall have the same legal effect as a physical signature.

This Agreement is effective from the date of digital acceptance by the Partner NGO.