

## TERMS OF USE

Social Lens Consulting Private Limited and its affiliates (**Social Lens**) provide technology solutions (**Services**) including, but not limited to the Measure for Impact (M4I) (**Application**), computer programs, designs, features, and other materials that are available on the Website (**Website**) or otherwise available through the Services. By using our Website, you signify that you have read, understood, and agreed to be bound by these Terms of Use (**Terms**) and all other applicable laws and regulations, without any limitation or qualification.

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SOCIAL LENS CONSULTING PRIVATE LIMITED, AND IT GOVERNS YOUR USE OF OUR SERVICES.**

### Services

1. Social Lens is a consultancy providing monitoring and evaluation solutions to non-profit organizations while providing the Services.
2. Social Lens will provide content to you through its website, including text, data, articles, images, data, applications, features, and other materials that are available on the Website or otherwise available through the services (**Content**). Such Content is inclusive of the Services.
3. In order to avail Content of Social Lens or subscribe to the Services, you must be at least 18 years of age. Our Content may be used by a minor only under the strict supervision, guidance and control of an adult.
4. You agree to provide accurate, current, and complete information about yourself as prompted by the Social Lens' registration form (**Registration Data and Due Diligence compliance** ).
  - a. You agree to maintain, and promptly update the Registration Data to be accurate, current, and complete.
  - b. If you provide any information that is inaccurate, not current or, incomplete, or where Social Lens has reasonable grounds to suspect that such information is inaccurate, not current or, incomplete, Social Lens has the right to suspend or terminate your account. Social Lens will then also have the right to refuse any and all current or future use of the Social Lens Content (including Services), or any portion thereof.
5. You may only access and avail the Content as and when authorized by Social Lens.
6. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Content, use of the Content, or access to the Content without Social Lens' express written permission.
7. Any use of the information you provide to us is subject to your understanding and acceptance of our Privacy Policy available at <https://m4i.co.in/application/support/privacy-policy/download>

8. To find more information about Services offerings of Social Lens or if you need assistance with your account, you may write to us at [contact@m4i.co.in](mailto:contact@m4i.co.in).
9. Social Lens will send you information pertaining to your account *inter alia* on payment authorizations, notices, e-reports and authentications in electronic forms only via your registered contact details as per our records.
10. You may not scrape Social Lens Website for spamming purposes.

### **Subscription and Account**

11. You need to create an account to avail the Services offered by Social Lens. Social Lens will authorize a maximum of 2 authorized users from your organization.
12. You are mandatorily required to submit the following details to create and maintain an account with us:
  - a. Form 12A
  - b. 80G Certificate
  - c. Permanent Account Number (PAN) Card
  - d. Foreign Contribution (Regulation) Act, 2010 (only if applicable)
13. Accurate and complete registration is required to use our Services. At all times, you are responsible for your passwords and for any use of your account. Allowing another person to access and use our Services through your account requires prior registration and authorization.
14. Social Lens may offer paid subscription-based access to users who require high-throughput access or access that would result in resale of Social Lens' Service.

### **Social Lens's Rights**

15. When you use Services of Social Lens, you do so under a license granted from us. All right, title and interest in and to the Services and the underlying technology, together with all the intellectual property embodied therein are the sole property of Social Lens. We reserve all rights not expressly enumerated in these Terms of Use. All trademarks, brands and content on our Services are the property of their respective owners.
16. You may not duplicate, copy or reuse, any portion of the HTML / CSS, Javascript, or virtual design elements or concepts without express written permission from Social Lens.

### **Third Party Applications**

17. If you create a third – party application or other developer product that integrates with the Services provided by Social Lens, and make it available for other users, then you must comply with the following requirements:

- a. You must comply with these Terms of Use and the Privacy Policy;
- b. You must limit your usage of the Personal Information or Content you collect to that purpose for which you are authorized;
- c. You must take all reasonable security measures appropriate to the risks, such as against accidental or unlawful destruction, or accidental loss, alteration, or unauthorized disclosure or access, presented by processing the Personal Information or Content;
- d. You must not position yourself as acting on behalf of Social Lens and must provide sufficient notice of your privacy practices to your Users, such as by posting a privacy policy. Your policy must comply with the principles of privacy, and all the applicable laws.

### **Submissions**

18. You agree that you will not publish, transmit, or upload any communication or content of any type that infringes or violates any rights of Social Lens or any third-party. The personal information you submit is governed by our Privacy Policy, the terms of which shall survive and govern in the event of any inconsistency with these Terms of Use.

### **Use of your Information**

19. We only use information you share with us as set forth in our Privacy Policy, and in only in accordance with the applicable law.

### **Third Party Vendor Interaction**

20. The license for some of our Services may contain additional terms. When such licenses contain additional terms, we will make such terms available to you. Social Lens will neither be held liable or responsible for anything outside the Terms of Use of our Services nor for any commissions or omissions of the third-party vendors.
21. Social Lens does not make any representations or warranties on or about the accuracy and durability of the third-party vendor services offered to you. Social Lens does not warrant, nor will be in any way responsible for information, software, data, privacy policies, related to or pertaining to the third-party vendors content and services. We understand that you have reviewed the policies of these third-party vendors and you are in agreement with the same.

### **Termination**

22. If you violate the Terms of Use or the Privacy Policy, your permission to use the Service ends and ceases immediately. We may place limits, modify or terminate your right to access and use the Services at any time. This suspension or termination may delete information, files, and other content previously available to you.
23. Your access to the Social Lens Service may also be terminated due to any requests by authorized law enforcement or other government agencies.

### **Warranties and Limitations**

24. You expressly understand that use of the Social Lens Content is at your own risk and discretion. Our Service to you is provided 'as is' and is without any warranty or condition, expressed or implied. Without limitation, we do not warrant fitness for any error-free and uninterrupted Services. Social Lens and its subsidiaries, affiliates, officers, employees, or licensors make no warranty that:
- a. The Service will meet your requirements;
  - b. The Service will be uninterrupted, timely, secure, or error-free;
  - c. That any defects or errors will be corrected; and,
  - d. The results that may be obtained from the use of the Service will be accurate or reliable. No advice or information, whether oral or written, obtained by you from Social Lens or through or from the Service shall create any warranty not expressly stated herein the Terms of Use.
25. You assume full responsibility and any risk of loss resulting from your accessing, downloading, and / or use of the files, information, content or any other material obtained from the Service.
26. However, these terms will not limit any warranties which may not be waived, or any other consumer rights which you may be entitled to under the applicable laws.

#### **Indemnification**

27. You agree to indemnify and hold Social Lens and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including but not limited to reasonable attorney's fees, made by any third party due to your use of Social Lens Content, your connection to the Service, your violation of the Terms of Use, or your violation of any rights of another.

#### **Modification to Social Lens Service**

28. You acknowledge that Social Lens may establish their own general codes of conduct and practices, and limitations concerning the use of the Social Lens' Service. You further acknowledge Social Lens' right to modify these general codes of conduct and practices, and limitations from time to time.
29. Social Lens reserves the right at all times to modify, discontinue, temporarily or permanently, the Social Lens Service with notice. You agree that Social Lens shall not be liable to you or any third party for any modification, suspension or discontinuation of the Social Lens Service.

#### **Governing Law**

30. These Terms of Use shall be governed by the laws of India, and for resolution of any dispute arising out of your use of our Services.

## **Dispute Resolution**

31. Any dispute arising out of or in connection with this Terms of Use including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration (**MCIA Rules**), which rules are deemed to be incorporated by reference in this paragraph.
32. The seat, venue and place of the arbitration will be Mumbai.
33. The tribunal will consist of 1 arbitrator as appointed by Mumbai Centre for International Arbitration,
34. The language of the arbitration will be English.
35. The law governing this arbitration agreement will be the Arbitration and Conciliation Act, 1996.

## **Severability**

36. If any provision or provisions of these Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

## **Liability**

37. To the maximum extent permitted by applicable law, Social Lens and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Content; (ii) any act and, or conduct and, or Content and, or omission of any third-party on the services including without limitation, any defamatory, offensive or illegal conduct of other users or third-parties; (iii) any Content obtained from the Website; or (iv) unauthorized access, use or alteration of your transmissions or Content.

## **Notice and Procedure for making claims of Copyright Infringement**

38. Social Lens respects the copyright of others, and we persuade our users to do the same. Social Lens may, in appropriate circumstances and at its discretion, disable and, or terminate the access of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Social Lens with such description of the work which is alleged to be infringed at [contact@m4i.co.in](mailto:contact@m4i.co.in).

## **Survival**

39. All provisions of these Terms of Use which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **Changes to Terms of Use and Assignment**

40. We may from time to time change and implement the Terms of Use and we will notify you at least 30 days before such changes apply to you. We may assign or transfer our agreement with you including our associated rights and obligations at any time and you agree to cooperate with us in connection with such an assignment or transfer. We recommend that you periodically check this page for any revised terms. Your continued use of the Services will be deemed to constitute your acceptance of all of such revised terms.