

CAMPAIGN OWNER AGREEMENT

(Effective Date: November 29, 2016, till November 22, 2021)

This crowdfunding campaign agreement (hereinafter "Agreement") is a legal and binding contract between you (being an individual or an incorporated or unincorporated legal entity, partnership or otherwise, hereinafter referred to as "Campaign Owner") and Fueladream Online Ventures Private Limited, a company incorporated under the Companies Act, 2013 (hereinafter referred to as "Fueladream"), setting out the terms and conditions for campaigning and crowdfunding through Fueladream on its platform www.fueladream.com.

BY CLICKING ON THE "I ACCEPT" TAB BELOW, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "I DO NOT ACCEPT" BUTTON.

1) The definition of some of the terms used in this Agreement, in alphabetical order, are as follows:

- (a) "Campaign" : Any idea or a cause or effort or event for which a Campaign Owner wishes to raise funds on the Platform. The campaign proposed to be conducted or undertaken by the Campaign Owner on the Platform for the purposes of raising monies or receiving contributions for any Campaign and which may typically last for a period 14 to 90 days, as per the terms of this Agreement and those prescribed by Fueladream at the time of approving the Campaign and/ or the Campaign. Campaign Owners cannot start campaigns that involve loans, investments, equity, shares, contributions for any illegal activities or anything related to a criminal investigation; or for raising funds for personal expenses or to buy real estate, or pre-sell stakes or holidays in properties that are not yet owned or built by the Campaign Owner.
- (b) "Campaign Owner" : Any individual, company, partnership, organization, trust, or other entity that is seeking to conduct a Campaign to raise funds on the Platform for any Campaign;
- (c) "Campaign Page" : The page/s on Fueladream.com where the donors will be able to make their contributions and where all the promotional materials (videos, images, information, graphics, etc.) that the Campaign Owners wish to use to raise funds for their Campaign, shall reside. Fueladream holds the sole right and discretion to decide what campaign material or promotion it allows and disallows on its platform.
- (d) "Funder" : Any individual, company, organization, trust or any other entity that supports any Campaign by contributing funds to a Campaign.
- (e) "Funding" : The financial contributions received from Funders towards a Campaign.
- (f) "Funding Goal" : The financial aim or target of a Campaign. Depending on the type of the campaign, the maximum funding allowed to be collected can be capped at either the funding goal or at a higher amount than the Funding goal. If the campaign requires a new

higher goal and new end date, the same can be pre-decided (this will be called a stretch goal).

(g) "Funding Period" : The maximum period for which Campaign is to be run pursuant to which a Funding can be made. Every campaign shall have a start and end date predefined.

(h) "Intellectual Property Rights" : means any and all now known or hereafter tangible and intangible rights associated with works of authorship, including but not limited to copyrights, moral rights and mask-works; trademark and trade name rights and similar rights; trade secret rights; and all other Intellectual Property Rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license, or otherwise.

(i) "Platform" : The website www.fueladream.com and the app by the name Fueladream on the Android (Google Play) and IOS stores are defined as the platform.

(j) "Total Funds Raised" : The total value of Funding (net of any refunds of Funding) that a Campaign has received at the end of the Funding Period.

(k) "User" : Any person, company, organization, entity, etc. who/which registers on Fueladream.com to either raise funds through a campaign or to follow a campaign or fund a campaign.

(l) "Visitor" : Any person, company, organization, entity, etc. which accesses any part of the website of Fueladream or any Campaign Page. Irrespective of whether the person chooses to contribute funds or not, they can show their support through sharing the Campaign / Campaign details on any media (including social media networks).

2) The definition of some of the types of campaigns are as follows:

Campaign type: A Campaign Owner can showcase and raise funds for a Campaign by either one of the following 2 types of Campaigns:

a)"Fixed/ All Or Nothing (AON)" Campaign: a)"Fixed/ All Or Nothing (AON)" Campaign: a) When the campaign objective requires a minimum amount of money to be accomplished, and fulfill the promised rewards. These are Campaigns where monies would be transferred and handed over to the Campaign Owner only if the pre-agreed Funding Goal is achieved at the end of the Funding Period. If the Total Funds Received is less than the Funding Goal specified by the Campaign Owner, all the funds raised pursuant to such campaign shall be refunded to the Funders.

b) "Flexible/ Keep What You Get (KWYG)" Campaign: b) When any amount of money will help campaign owner reach their campaign objectives and still be able to fulfill the rewards promised. These are Campaigns where the Total Funds Raised would be transferred and handed over to the Campaign Owner even if the pre-agreed Funding Goal is not met.

Fueladream and campaign owner shall mutually agree upon whether a Campaign qualifies to be an FIXED/ ALL OR NOTHING (AON) campaign or a FLEXIBLE/ KEEP WHAT YOU GET (KWYG) Campaign.

3) Campaign set up: The Campaign Owner shall be solely responsible for creating his/ her or its own Campaign Pages within the format provided by Fueladream. The Campaign Owner must source all relevant content to be published on the Campaign Page/s himself/ herself/ itself and must do so in compliance with applicable Indian and international laws, including all intellectual property laws, copyright laws and confidentiality laws. The Campaign Owner shall ensure that the Campaign Page does not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless the Campaign Owner has necessary permission from the rightful owner of the material, or is otherwise legally entitled to post the material (and to further grant Fueladream all the license and rights as outlined in more detail below).

Any Campaign that is to be launched on Fueladream shall be done after Fueladream has approved the content of the Campaign Page including the pitch, the video, rewards, Information, imagery and graphics, team information etc. Any feedback from Fueladream requiring the Campaign Owner to modify any part of the Campaign Page must be implemented by the Campaign Owner. Fueladream reserves and shall have the absolute right and discretion to prevent or prohibit unsatisfactory or undesirable campaigns from going live or being hosted on its Platform.

While creating the Campaign on Fueladream.com, the Campaign Owner shall commit to an update frequency to be adhered to for the period of implementation of the project, endeavor, purpose, etc. of the Campaign. Please note that the CrowdRating of the campaign by the funders will be dependent on the timeliness and quality of the updates by the Campaign Owner.

Any Campaign may be withdrawn by the Campaign Owner at any point before the end of the Funding Period. Once a Campaign is withdrawn, the Campaign Owner shall not be entitled to any Funding nor be entitled to resume such Campaign at a later date and cannot retain or claim any of the Funding received prior to the withdrawal. However, a Campaign Owner shall be eligible to recreate and repost his/her or its own Campaign for submission in case any Campaign does not reach its Funding goal within the Funding period. The placement of the Campaign Page as to where it appears on the website www.fueladream.com or the app shall be determined solely by Fueladream at its exclusive discretion.

4) Exclusivity: The Campaign Owner shall not, directly or indirectly, run or be associated with any other crowdfunding campaign on any other website or platform, in India, with respect to any Campaign, for the duration of the said Campaign on Fueladream. All the funding for such Campaigns must be made through Fueladream.com. However, the Campaign Owner may run multiple crowdfunding Campaigns on Fueladream with respect to one or more Campaigns at the sole discretion of Fueladream.

5) Funding goal and period: The Funding Goal and the Funding Period of a Campaign shall be determined and agreed upon before the Campaign Page goes live. The minimum Funding Period shall be 14 days and the maximum 90 days unless specifically agreed by Fueladream. Once the Campaign Page has gone live the Campaign Owner shall not be permitted to change the Funding

Goal and/or the Funding Period except at the sole discretion of Fueladream. Flexible/ Keep What You Get Campaigns would be deemed completed and be cut off by the platform at the end of the Funding period. Fixed/ All or nothing Campaign would be deemed concluded and be cut off by the Platform as soon as it exceeds the maximum funding allowed or the stretch funding goal (that is pre-agreed to) anytime within the Funding period.

Fueladream does not guarantee any funding and shall not be responsible for any failure on part of the Campaign Owner in securing Funds from Funders. Fueladream may delay, withhold, cancel or refund any funding or other amounts without giving any notice and incurring any liability to the Campaign Owner in case it is unable to verify any information relating to such Funding to its satisfaction. Campaign Owners may contact Fueladream to cancel Funding for their Campaign for any reason and at any time before the Funding Period ends. In such case they shall not be required to fulfill any Rewards relating to that Campaign.

6) Fueladream branding and credits on promotional material: The Campaign Owner shall include Fueladream's logo and branding on all Campaign and/or Campaign related marketing material. This pertains to both online and offline material and includes online banners, posters, leaflets, email shots etc. Fueladream will provide the logo and other branding guidelines to be used and usage of which is to be pre-approved by Fueladream before using the same. The Campaign Owner shall ensure that Fueladream is credited as the "Online Crowdfunding Partner" in all Campaign related online and offline promotions, events, PR and advertising. The Campaign Owner also agrees that in the event of a successful Campaign, Fueladream shall be entitled to use the Campaign Owner's brand and Campaign as an example of a successful campaign both on or off the Platform and in any of Fueladream's communication as it may seem fit including in PR articles and offline PR events.

7) Campaign marketing: The Campaign Owner shall be responsible for marketing the Campaign to his/ her/ its customers, well-wisher's, friends, family, acquaintances, followers etc. through various online and offline channels as may be deemed fit. The responsibility of ensuring the success of any Campaign shall be solely the responsibility of the Campaign Owner. The Campaign Owner acknowledges and accepts that the Platform is merely a facilitator which is in the nature of a marketplace for the purposes of raising funds for a Campaign and that Fueladream does not guarantee any Campaign's success or agree to take on any marketing obligations on behalf of the Campaign Owner or in respect of any Campaign whatsoever under any circumstances. Any and all risks in relation to the success or failure of the Campaign shall be solely that of the Campaign Owner.

8) Foreign funds: Foreign contributions may be made to Campaigns provided the Campaign is eligible for receiving such foreign contribution and adheres to applicable Indian laws and such contribution is received in accordance with applicable laws relating to foreign exchange. The Campaign Owner shall ensure that any registrations, certificates, licenses, etc. which may be required for the purposes of receiving foreign contributions are obtained and remain valid for at least 90 days from the end of the Funding Period. Copies of all such registrations would need to

be submitted to Fueladream prior to the finalization of the Campaign. It shall be the Campaign Owners' sole responsibility and liability to ensure that a Campaign is entitled to receive contributions from Foreign Funders and that such contributions are received in accordance with applicable laws and regulations. Fueladream shall not be liable or accountable whatsoever for any violation or circumvention or other non-compliance with respect to foreign contributions. However, Fueladream may, at its sole discretion, not permit overseas Funders from making any contributions if it comes to the notice of Fueladream that a Campaign is not eligible to receive such funds.

9) Contributions and Refunds: Funders may make contributions by different methods [this will include credit card/ debit cards/ e- wallets/ net banking and other forms of transferring money] and the payment gateway charges only in respect of foreign contributions shall be to the account of the Funder only in case of a refund. The Funding received with respect to a Campaign shall be held in a nodal account by the Platform till the end of the Funding Period or the cut off of the Campaign pursuant to achieving Funding of the Funding goal or the stretched Funding Goal, as the case may be. A Funder may seek a refund only within 7 days of making their contribution. Irrespective of the campaign period, no refunds shall be entertained in the last 15 days of the campaign. By way of clarification, it is clarified that in case of campaigns that are for a period of 15 days or less, there shall be no refunds at all. No refunds will be entertained for any preorders on Crowd Favourites.

10) Crowdrating: During the Campaign and the subsequent Project implementation, all funders will be asked to rate the campaign on a 10-point scale. The consolidated rating of all the Funders will be displayed on the Campaign Page at any point of time "(CrowdRating)". This rating will remain open to revision by the respective Funders during the implementation of the Project and may be dependent on the updates and keeping the promises made by the Campaign Owner and/ or perception of commitment of the Funder post the successful completion of Campaign. Hence, the overall CrowdRating of the Campaign will be a dynamic one and be accordingly revised and displayed.

11) Campaign rewards: The Campaign Owner may offer rewards in the form of tangible items or intangible services to Funders as an incentive to contribute to the Campaign. However, such rewards shall, under no circumstances whatsoever, be financial in nature (e.g. - profit share, revenue share, interest on amount contributed, ownership/equity stake in lieu of contribution, loans, investments, etc). The Campaign Owner shall ensure that the rewards offered are not counterfeited products or products that infringe on the trademarks or copyrights or other Intellectual Property Rights or other property rights of any other person, organization, entity, company, brand, manufacturer, etc. The Campaign Owner cannot offer tobacco, drugs or drug paraphernalia, contests, raffles, or lifetime memberships, firearms, weapons, knives, weapon accessories or replicas of weapons and manufactured products which don't meet India's safety guidelines (i.e. ISI). It is clarified that the rewards are not offered for sale and Fueladream does not make any representations or give any warranties about the quality, safety, morality or legality of any such reward.

The Campaign Owner shall be solely responsible for procurement of rewards and the delivery of such rewards to Funders must meet the rewards delivery date specified in the Campaign. Fueladream will not be responsible for any liabilities resulting from any Funder's dissatisfaction with respect to rewards fulfillment either with regard to quality of reward, delivery timelines or any other issue. The Campaign Owner acknowledges that any Funder or other affected third parties (in case of a copyright issue, counterfeiting or any other issue etc) may take legal action if they do not receive the rewards as promised by the Campaign Owner as the case maybe.

12) Dashboards / reporting and privacy: The Campaign Owner will be provided with real time information on the performance of the Campaign by way of a detailed set of quantitative data that Fueladream collates and collects on the Funders and Users who visit and/ or use to the Campaign Page. Information pertaining to the Funders would include data such as name, contact information (address/tel no), contributions made, rewards opted for etc, in the dashboards and analytics section of the Campaign Owners profile. You will have access to this in real time. The contact details pertaining to Funders who have opted for a refund of their contributions during the course of the Campaign will not be provided to the Campaign Owner. Fueladream is neither responsible nor liable for incorrect information provided by Funders or for any direct, indirect or consequential liabilities in respect of such incorrect information.

The Campaign Owner shall be responsible for making regular updates to the Funders in accordance with the reporting assurances given and commitments made at the time of the Campaign.

13) Campaign owner's representations: The Campaign Owner hereby represents, warrants and undertakes that:

- (i) All information provided by the Campaign Owner to Fueladream during the registration process and in relation to a Campaign is true and accurate;
- (ii) He/ she is 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 this Agreement, on behalf of himself, any other person, company, or other entity;
- (iii) The Campaign is legal and in compliance with all applicable laws and regulations;
- (iv) All contributions received will be used solely for the purpose stated on the Campaign Page and no other purpose whatsoever;
- (v) Any action taken will not infringe or violate any person's rights, violate the law, or breaches any contract or legal duty of the Campaign Owner towards anyone;
- (vi) Any rewards which may be offered to any Funder are not illegal, violate any of Fueladream's rules, or guidelines, or violate any applicable law or regulation;
- (vii) The data received from the Platform with respect to any Funder or User will be used solely for the purposes of the Campaign and shall not be put to any unauthorized use or abused.

14) Intellectual property (Campaign owner's): The Campaign Owner shall own any and all of the content and other information published on the Platform, including but not limited to text, pictures, statistics, graphics, videos, photographs or other data of any nature whatsoever, and the Campaign Owner expressly warrants that he/ she/ it has all right, title, and interest in and to any and all the content submitted, published or uploaded to the Platform free of liens or other encumbrances. The Campaign Owner further warrants that the content does not and will not infringe or violate any third party's rights, including (without limitation) any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

When the Campaign Owner submits a Campaign or any other content for publishing on the Platform, the Campaign Owner agrees to grant to Fueladream and others acting on its behalf, the worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub licensable, transferable right to use, exercise, commercialize, and exploit the copyright, publicity, trademark, database and other rights with respect to any such content. The Campaign Owner also expressly grants Fueladream the right to edit, modify, reformat, excerpt, delete, or translate any or all of the content and the same will be agreed to by the campaign owner. All Campaign content or any other information submitted to Fueladream or on the Platform, whether publicly posted or privately transmitted, shall be the sole responsibility of the Campaign Owner and the Campaign Owner shall be solely and exclusively responsible for all the costs, consequences and liabilities thereof and Fueladream shall not be responsible or liable in manner whatsoever and the Campaign Owner hereby indemnifies Fueladream in respect thereof.

The Campaign Owner agrees and grants Fueladream the right to use any or all the content including but not limited to the visual and text-based content (digital or non-digital) submitted by the Campaign Owner for any Campaign(s), for the purpose of branding and marketing activities of the Platform/ Fueladream. Notwithstanding anything in this Agreement, the Campaign Owner agrees to grant Fueladream an exclusive, perpetual, irrevocable right and license, on a worldwide basis, to use the Campaign Owner's campaign pitch video(s) through any means or medium deemed fit by Fueladream, including various digital platforms such as YouTube, Vimeo, Facebook etc and on newspapers, magazines and other media platforms (both online and offline).

The Campaign Owner assures if Fueladream or its Users exploit or make use of any content, data or information in the ways contemplated in this Agreement, it will not infringe or violate the law or any rights of any third party. It is hereby acknowledged and accepted that Fueladream shall not be held responsible whatsoever for any misuse of the information, material, ideas etc by any Campaign Owner or Funder or other User accessing Fueladream.

15) Fueladream Pricing/Contract charges: The Campaign Owner shall pay Fueladream the following charges in relation to each Campaign:

- 15.1) A processing charge of INR 3000 (Plus service TAX applicable) will be charged for every campaign. This is a one time, fixed and non refundable fee that needs to be paid

before the campaign goes live and is to be paid to Fueladream.

15.2) Contract charge: 6% plus service tax of the Total Funds Raised for a Campaign (If you have some doubts [click here](#) to understand the PRICING and CHARGES that we charge).

15.3) Payment gateway charge @ 3% plus service tax of the total funds raised for a campaign

15.4) If there are any other expenses incurred for a campaign related to hiring a external PR agency or spending on joint advertising, any other direct expenses for the campaign, etc, then all such expenses will be pre-agreed to prior to the campaign and will be reimbursed by the Campaign owner to Fueladream.

15.5) Payment would be released 15 working days post the campaign end date usually.

16) Fueladream Crowd Favourites Pricing/Contract Charges:

- 16.1) The contract charge is 11% plus (GST) of the total funds raised for a campaign.
- 16.2) Payment gateway charge @ 3% plus GST of the total funds raised for a campaign.
- 16.3) If there are any other expenses incurred for a campaign related to hiring an external PR agency or spending on joint advertising, any other direct expenses for the campaign, etc, then all such expenses will be pre-agreed to prior the campaign and will be reimbursed by the Campaign owner to Fueladream.
- 16.4) Payment would be released once in every 15 working days.

17) Fueladream Pricing/Contract charges for group campaigns (These campaigns are group campaigns done by schools ,colleges, corporates and other groups to raise funds for social , charity and health related causes) : The Campaign Owner shall pay Fueladream the following charges in relation to each Campaign:

- 17.1) The contract charge is 9% plus GST of the total funds raised for a campaign.
- 17.2) Payment gateway charge @ 3% plus GST of the total funds raised for a campaign.
- 17.3) The 3000 INR processing charge will be waived for group campaigns.
- 17.4) Payment would be released 15 working days post the campaign end date usually.

18) Taxation: Any taxes due with respect to the funds raised through Fueladream are the responsibility of and to the account of the Campaign Owner. These taxes may include, but are not limited to, income tax, VAT, Service tax or any other taxes, levies, cess, etc that may be levied by the Government of India or any State Government or payment gateway or other jurisdictional authority, whether on a current or retrospective basis. Fueladream shall not be liable for any taxes that the Campaign Owner needs to pay with regard to the Campaign or funds raised under any circumstances.

19) Money transfer and refunds for AON campaigns: While Campaign Owners shall have immediate ownership of the contributions received pursuant to a Campaign, the funds raised shall be held in a nodal account by the Platform until the end of 15 days from the end of the Funding Period so as to enable for any refunds. The Total Funds raised, less Fueladream's set up and contract charges and payment gateway charges (including service tax or any other tax) (as mentioned in point no. 15 above, will thereafter be transferred to the Campaign Owner's designated bank account/ accounts by way of electronic transfer or by Cheque. If the Campaign is an ALL OR NOTHING campaign and the Funding Goal has not been achieved, then there will be no transfer of any funds to the Campaign Owner's account and the contributions so received will be refunded to the Indian Funders in full and in case of foreign Funders, refund would be net of the payment gateway charges of 3% and any changes in foreign exchange fluctuations For campaigns involving FCRA monies there will be a separate bank account that the campaign owner will need to give Fueladream for transfers.

It is clarified that Fueladream is only a technology platform, which enables the Campaign Owners to connect with Funders and receive contributions for any Campaign. Fueladream is not the final recipient of funds raised on its platform (other than the set up and contract charges payable by the Campaign Owner). The existence of the site or services is not a solicitation of contributions or donations by Fueladream and Fueladream cannot and shall not be held liable in any respect in relation to any Campaign Owner/ Campaign.

20) Use of funds: The Campaign Owner undertakes to use the funds collected through Fueladream solely for the Campaign described in the Campaign. The Campaign Owner shall be liable to legal prosecution by its Funders and/ or Fueladream (jointly and severally), if it is found that the funds are being used for any purpose other than that specified at the time of raising the funds, or that it is being used for other inappropriate purposes.

21) Campaign completion: While the Campaign Owner shall have full ownership of the Campaign, the Campaign Owner shall make best efforts to complete the Campaign by the deadline specified in the Campaign Page. The Campaign Owner shall at all times engage with and keep the Funders updated about the progress of the Campaign, including the causes or reasons for any delays. The Campaign Owner agrees to receive feedback on the Campaign and its updates from the Funders and such feedback would be made available by Fueladream at its sole discretion to others.

22) Campaign refusal / cancellation: Notwithstanding anything in this Agreement, Fueladream reserves the right, at its sole discretion, to decide as to who is eligible to use the Platform and reserves the right to change the eligibility criteria at anytime. Fueladream reserves the absolute right to cancel accounts or to cancel or refuse any campaign at any time with or without any reason whatsoever, in which event, the Campaign Owner shall, where relevant, forthwith cease and desist from using the Fueladream brand in any communication whatsoever.

23) Fueladream's other rights: The Campaign owner agrees that Fueladream shall have the right to:

- 23.1 Make any changes in its technology platform or services, at its sole discretion, at any time, without notice or liability;
- 23.2 Reject, cancel, interrupt, remove, or suspend any Campaign or Campaign at any time and for any or no reason;
- 23.3 Take whatever other action is required to perform and market the Platform and the services being offered thereon;
- 23.4 Allow its Users to stream, transmit, playback, download, display, feature, distribute, collect, rate campaigns after funding them and otherwise use the content on the Platform, including but not limited to those on the Campaign Page;
- 23.5 Remove any content from the website that it determines is offensive, unlawful, threatening, defamatory, obscene, or otherwise objectionable, which determination shall be at the sole and absolute discretion of Fueladream;
- 23.6 Limit or restrict access to all or parts of the Platform at any time and without any notice or liability whatsoever;

24) Intellectual property (Fueladream's): The Campaign Owner hereby acknowledges that Fueladream owns all right, title, and interest in and to the website and its associated content, including but not limited to all Intellectual Property Rights. The Campaign Owner is expressly prohibited from using Fueladream's Intellectual Property Rights or other property, including but not limited to trademarks, copyrights, patents, trade secrets, or confidential information, without the prior written consent of Fueladream.

Subject to the payment of the applicable service and set up charges, Fueladream hereby grants the Campaign Owner a limited, non-exclusive, non-sub licensable, royalty free, non-assignable, and revocable license to use the Platform for the purposes of the Campaign. The Campaign Owner agrees that he/ she/ it will not modify, alter, or remove any intellectual property notices, whether trademark, copyright, or otherwise, from the Platform. The Campaign Owner is expressly prohibited from reproducing, modifying, distributing, publishing, licensing, creating derivative works of, selling, publicly displaying, or publicly performing the Platform outside of the uses expressly stated in this Agreement.

25) Limitation of liability: Fueladream is an online crowdfunding venue for individuals, entities or organizations seeking to raise funds for their own campaigns and to contribute to the campaigns of others. Fueladream does not pick or endorse any such individuals, entities or organizations or any of their campaigns or causes. Fueladream merely provides a technology platform to allow fundraisers to connect with donors. The Campaign and its Funding is solely the agreement between the Campaign Owners and the Funders. Consequently, Fueladream is not a party to the contract between the Campaign Owners and Funders and shall have no responsibility or liability whatsoever in relation or connection thereto.

Fueladream provides the website/ app on an as-is basis and with no warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, title, accuracy, non-infringement, and ability to raise funds or use of funds.

Notwithstanding anything in this agreement, Fueladream shall not be liable whatsoever to the Campaign Owner or any Funder, User or any third party whosoever for any damage, injury or loss, including but not limited to loss of business; loss of income; indirect, special, incidental, consequential, punitive, exemplary or other similar loss or damages, arising from or in relation to the use or misuse of the Platform; or any breach of terms or non-performance of obligations under this Agreement; or in relation to the Campaign/ Campaign; or any other reason whatsoever.

Fueladream shall also not have any liabilities whatsoever with regard to any disputes or disagreements between or amongst Campaign Owners, Funders, Users or other third parties relating to any campaign or the use of the Platform.

It is hereby acknowledged and accepted that Fueladream (i) shall not be liable for any errors or omissions in any content; (ii) does not endorse any content submitted or published on the platform; (iii) oversee the performance or punctuality of any Campaign, or the use of funds raised pursuant to a Campaign; (iv) shall not guarantee that any funds will be raised pursuant to a Campaign etc.

In addition to the above, the Campaign Owner specifically agrees and acknowledges that Fueladream shall not be liable in the event the funding target is not met; or in case of any unforeseen technical glitches, including but not limited to website being down for maintenance, server errors, speed of website download, any viruses in the website etc., which may affect any transaction activity of any campaign; or pursuant to the exercise of any right to refuse, reject, prohibit, interrupt, suspend, cancel or remove any content, campaign or contribution at any time and for any reason whatsoever.

Fueladream will not be held responsible or liable for any content posted on the website, any third party links posted on the website, or any content transmitted through the website whether or not that content is transmitted through member accounts. Fueladream does not assume responsibility for any error, omission, interruption, deletion, defect, and destruction of identity, unauthorized access to a member account, or alteration thereof. Fueladream reserves the right to discontinue the website at any time with no consequential liability whatsoever.

26) Indemnity: The Campaign Owner hereby agrees to indemnify, defend and hold harmless Fueladream (including its officers, directors, employees, servants, agents, advisors and representatives) against any and all actions, claims, law suits, damages and liabilities, including reasonable attorney fees, that arise from or relate to any breach by the Campaign Owner, of any of the representations, warranties, assurances and obligations herein; or the Campaign Owner's use or misuse of, or access to, the Platform; or otherwise from the Campaign Owner's content; or

any infringement by the Campaign Owner, or any third party using the Campaign Owner's account, of any Intellectual Property Rights or other right of any person or entity. Fueladream reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Campaign Owner, in which event the Campaign owner shall assist and cooperate with Fueladream in asserting any available defenses.

27) Confidentiality: The Campaign Owner acknowledges that the information, including, without limitation, any technical and financial information or information relating to any Funder or potential Funder that he/ she/ it has received or will receive in connection with this Agreement, is considered private and confidential (the "Confidential Information"). The Campaign Owner shall use all reasonable diligence and a high degree of care to prevent the unauthorized disclosure, reproduction or distribution of such Confidential Information to any other individual or entity.

Confidential Information will exclude: (i) information that is already in the public domain; information already known to the receiving party, as of the date of the disclosure, unless the receiving party agreed to keep such information in confidence at the time of its original receipt; (ii) information hereafter obtained by the receiving party, from a source not otherwise under an obligation of confidentiality with the disclosing party; (iii) information that the receiving party is obligated to produce under order of a court of competent jurisdiction, provided that the receiving party promptly notifies the disclosing party of such an event so that the disclosing party may seek an appropriate protective order.

28) Termination: Without prejudice to any other rights, Fueladream shall have the right to terminate this Agreement at any time, by giving the Campaign owner a prior written notice by e-mail of 15 days. Subject to payment of all outstanding dues and meeting all his/ her/ its obligations including those to the Funders, the Campaign Owner shall have the right to terminate this Agreement by giving Fueladream a prior written notice by e-mail of 30 days.

29) Third party terms of use: Fueladream partners with other companies for payment processing and platform services. When a Campaign Owner features a Campaign on the Platform, the Campaign Owner also agrees to the payment process or and other partners' terms of service.

30) Severability: The provisions of this Agreement are severable if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, and the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

31) Assignment: The Campaign Owner hereby acknowledges and agrees that he/ she/ it is prohibited from assigning the rights and obligations under this Agreement. However, Fueladream

may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the website.

32) Dispute resolution: If any dispute, disagreement, controversy or claim between the parties arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof (a Dispute), the parties shall use all reasonable endeavors 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 by a sole arbitrator appointed by Fueladream accordance with the Arbitration and Conciliation Act, 1996 (as amended, restated or substituted, in force at the relevant time) to be conducted in the English language at Bengaluru;

The arbitral award shall be reasoned and shall be final and binding on the disputing parties. 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.

33) Exclusions and clarifications for school/college, corporate and group campaigns : These are campaigns that Fueladream does for campaign owners who are NGO's/ Trust and non-profits the following terms will apply. These can be done with a school or a company or a group of individuals. Fueladream will take responsibility for helping and creating the content for these NGO's. While the data, facts, costs of the program and images are given by the campaign owner, the content will be created by Fueladream. The responsibility of giving accurate information and images without any copyright issues will still rest with the campaign owner (ie with the NGO/ Non-profit).

The execution of these campaigns will be done completely by Fueladream at schools and corporates once the campaign story and draft is approved by the campaign owner by email. The campaign owner can further market these campaigns if they choose to, but this is not their responsibility. While these campaigns are being done on Fueladream the NGO's can work on parallel crowdfunding campaigns outside India (exclusivity clause exception) but not in India with other crowdfunding platforms. Pricing will be as per Clause 17.

The campaign owner in such cases will be responsible for issuing 80G receipts within 2-3 weeks of the funds being received from Fueladream to all funders. The campaign owner and also for giving feedback in a pre-agreed format on funds use only. This feedback has to be posted on the Fueladream platform so that all funders and participants in the school/ corporate/ group campaigns get to access it.

34) Governing law and jurisdiction: This Agreement shall be governed by and construed under the laws of India and shall be subject to the exclusive jurisdiction of the courts at Bengaluru, India

35) Amendments or modifications: Fueladream reserves the right to amend, modify, replace, or discontinue this Agreement or any or the whole of the Platform at any time and in its sole discretion without any notice or liability whatsoever.

36) Read and understood: The Campaign owner hereby acknowledges that he has read and understands this Agreement and agrees to be bound by its terms. The Campaign owner hereby also agrees to be bound by and comply with Fueladream's Terms and Conditions and Privacy Policy, both of which shall, by implication, be deemed to be part of this Agreement.

37) Effectiveness: This Agreement shall be effective and in full force from the time that the Campaign owner accepts the terms of this Agreement.

38) Other Agreements: This Campaign Owners agreement is in addition to the Terms and Conditions and Privacy Policy of Fueladream and not in replacement thereof. The Terms and Conditions and Privacy Policy will continue to operate and bind the Campaign Owner and in case of any inconsistency, the opinion of Fueladream shall prevail.

**BY CLICKING ON THE "I ACCEPT" TAB BELOW, YOU ARE
CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO
THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS
OF THIS AGREEMENT, CLICK THE "I DO NOT ACCEPT" BUTTON.**