

BUSINESS TERMS AND CONDITIONS

The following aspects cover Do's and Don't once you enroll as our member. This also covers terms and conditions of rendering services and responsibilities of both Service Provider and Service Recipient.

1. AUTHENTICATION STANDARDS:

1.1. The SUFFRAGE expects Enrolled Member to ensure adhere to following:

- Authentication Standards Policy Guidelines
- Community Standard Guidelines (Restricted Content and Safety Content)
- Intellectual Property Policy Guidelines
- Prohibited Content Policy Guidelines
- Platform Management Policy Guidelines
- Terms of Service
- Any other applicable Policy Guideline

The SUFFRAGE does not bear any responsibility / liability / damages for the above mentioned content and for the any activities done by the Enrolled Member while using the App/Website. Thus, Enrolled Member solely liable and undertake the risk for its activities done/to be done for the object for which this Agreement is executed.

The SUFFRAGE restricts their liabilities/responsibilities towards actions of the USERS/COMMUNITY which is mentioned as follows:

The SUFFRAGE does not bear any responsibility/liability/damages for any misuse of accounts/ Content or any activities done by the Users/members on the App/ website. The Users of the App/Website will be always abided by the terms, conditions or policies laid down by the SUFFRAGE (On their App/Website). Thus, Users/Members solely liable and undertake the risk for their activities done/to be done. However, we will conduct the due diligence of the created accounts/users profile/information/documents/images shared by the Users/Members, assess its direct impact on the user/communities and larger group of publics and whenever it is necessary block/restricts/edit/cancel the

postings or remove any member who's activities are detrimental for the usage of App/website or which may create any trouble for the other members or to Enrolled Member also.

You need to note that The SUFFRAGE is not liable for any willful or misleading act done by Enrolled Member with intentional motive or deliberately done. The liabilities of respective parties remain as mentioned in Policy Guidelines.

2. GOVERNING LAW:

This Engagement and its PARTIES shall be construed and abide by the following Statutory Regulations/Guidelines/provisions/Acts/ Rules as amended from time to time made thereunder during the subsistence of this Agreement –

- a) The Fundamental Rights, embodied in Part III of the Constitution of India;
- b) The fundamental duties of citizens provided under Constitution of India;
- c) Various Statutory Regulations of Parliament, Assembly, Municipal Corporations;
- d) Guidelines of Election Commission of India and Moral Code of Conduct issued by Election Commission;
- e) Code of Conduct for Politicians as prescribed under various Statutory Regulation;
- f) CyberSecurities Law such as Information Technology Act, 2000;
- g) Direct and Indirect Tax Laws;
- h) Right to information Act, 2005;
- i) Representation of the People Act, 1951;
- j) Intellectual property Laws;
- k) Applicable administrative laws;

The above list is indicative list (and not a conclusive list) and subject to the additions from time to time.

3. APPROVALS OF THE GOVERNMENT AUTHORITIES:

It is deemed and assumed that the Enrolled Party is eligible to enter into this Engagement in his individual capacity and shall be abide/comply by all the terms and conditions of the statutory regulations as prescribed above. And whenever required it shall obtain the written or whatsoever approvals from statutory bodies/Government offices etc. before engaged themselves into the act of digital platform.

Both the PARTIES shall not proceed further with any work until approval of related documents has been obtained and share between them. Also, the Enrolled Member shall make written communication to each other the names of officials authorized to sign various documents or grant approvals before fulfilment of any object of this Agreement.

The SUFFRAGE without need for prior intimation shall have the right at any instance and time to deny/restrict/block such activities, of the Enrolled Member which are unlawful/without approval or which may fail the authenticate standards on their App/Website.

The SUFFRAGE have no responsibility towards the default of the Enrolled Member for availing any permission/authority/grant under the Statutory Regulation and from Statutory bodies/Government offices etc. before engaged themselves into the act of digital platform.

4. PARTIES RELATIONS:

The SUFFRAGE can provide on their App / website the details of Enrolled Member's Profiles, education, assets and liabilities and extracts of Criminal, Civil and all other proceeding initiated by or against him which are mentioned on Affidavits provided by the Enrolled Member and submitted at the time of Election to the Government, if any.



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However, if any misrepresentation or wrong actions done by Enrolled Member without knowing to SUFFRAGE then any loss, damages or liability shall be bear by Enrolled Member from his personal account. This covers active concealment of facts.

At the time of execution of this Agreement, it is consented and approved mutually by the PARTIES that, the SUFFRAGE for the promotional purpose can share/post any audio/ videos/advertisements/ campaign /assistance etc. of the Enrolled Member, the contents, of which, is personally verified by the SUFFRAGE by visiting or clicking the pictures whenever it is possible and as the case may be;

Both the PARTIES to this Agreement are separate, independent and acting in their individual capacity. There is no relation of Principal and Agent between them or this Agreement is not executed as Joint Venture or Joint Partners between the PARTIES.

The SUFFRAGE is not liable to share/post any audio/videos/posters/banners/ advertisements/campaign /assistance etc. of the Enrolled Member during the existence of dispute between the PARTIES.

5. MAINTENANCE OF RECORDS:

Both the PARTIES shall maintain all the copies, information, newsfeed, images, infographics, videos, webinars, communications, details of campaign, meetings, bills vouchers, statement of accounts etc. for duration of the Agreement period or as per Statutory requirement.

6. TERRITORY:

The SUFFRAGE shall provide all its App/Website services described Clause No. 1 to Enrolled Member within the territorial limits of India and have the users/communities from this specified territory only.

7. STANDARD OF PERFORMANCE:

The PARTIES shall perform the services and carry out their obligations under this Agreement with ethical etiquettes', public decency, due diligence, efficiency and economy in accordance with applicable statutory regulations, generally accepted professional standards and practices. The FIRST PARTY shall always act in respect of any matter relating to this Agreement as faithful advisor to ENROLLED MEMBER and shall always support and safeguard the legitimate interests of users/communities in any dealings while dealing with the Enrolled Member. The Enrolled Member shall abide by all the provisions/Acts/Rules etc. of Government of India. The SUFFRAGE shall conform to the standards laid down in the campaign Proposal Details in totality.

Any documents pursuant to this Agreement shall be signed by the Designated PARTIES of the SUFFRAGE and the Enrolled Member in his individual capacity or any person authorized in writing in this behalf.

All the signed documents used during the subsistence of this Agreement shall become the property of the PARTIES on the termination of this Agreement.

8. FIRST PARTY PERONNEL:

The SUFFRAGE shall employ and provide such qualified and experienced personnel/ Consultant/Agencies as may be required to perform the services under this Agreement, who have adequate experience in the domain related with the Assignment. The SUFFRAGE shall delegate them the rights and authorities as and when it requires to fulfil the objective of this Agreement. The Enrolled Member shall with prior appointment only can meet, the SUFFRAGE's Personal(s) and such Personnel(s) are also, authorized, to personally verify the details of the Enrolled Member which is to be shared/posted on the SUFFRAGE's App/Website.

9. PARTIES NOT TO BE BOUND BY CERTAIN ACTS:

The PARTIES are not bound by anything done by any of the Party during the existence of this Agreement if:

- a) The any of the Party in fact has no authority in doing a particular act for which this Agreement is executed; and
- b) The any of the Party knows that he has no authority or his act is unlawful/illegal or he is not having the legal knowledge or hiding the legal facts for his own benefits for what he does/doing/done by him under this Agreement.

10. CONFIDENTIAL INFORMATION:

Please refer

- Data Privacy Policy Guidelines
- Account Management Policy Guidelines
- Authentication Standards Policy Guidelines
- Terms of Service Guidelines
- Cookies Policy
- Platform Management Policy Guidelines

for roles and responsibilities of respective PARTIES in dealing with Confidential information.

11. AVAILABLE RIGHTS AND REMIDIES TO THE FIRST PARTY:

If any of the designated partner fails to perform its obligations under this Agreement, any other designated Partner shall have, in addition to any rights and remedies provided hereunder, all such rights and remedies as are provided at law or in equity to fulfil the obligations under this Agreement.

12. NOTICES:

Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be either in writing or through electronic mode. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in this Agreement.

13. VALIDITY FOR AGREEMENT:

This Agreement is valid for a period of Five (5) years starting from execution of this Agreement or till the completion of election period/process (which he will contest during the subsistence of this Agreement) whichever is earlier.

The Enrolled Member can enter into this Agreement any two times at the discretions of the SUFFRAGE subject to the approval of terms and conditions laid down by the SUFFRAGE at that point of a time.

Notwithstanding anything contained above the SUFFRAGE can allow the Enrolled Member to enter into the Agreement during the two elections period through the wild card entry option given by SUFFRAGE subject to the approval of terms and conditions laid down by the SUFFRAGE at that point of a time.

If the any of the Party wishes to terminate this Agreement, they can do so by providing each other at least 30 days advance notice either in writing or through electronic mode.

If it is mutually agreed between the PARTIES then, renewal of the Agreement won't require execution of new agreements and all the terms and conditions and scope of work mentioned in this agreement shall remain in force after renewal as per mutually agreed terms of work and payment.

14. AMENDMENT, REPEAL OR MODIFICATION:

Any changes in the terms and conditions contained herein shall have effect only prospectively and shall be valid only if recorded in writing either physically or electronically and signed by the both PARTIES or their official representative authorized by them in writing in this regard. The Amended copy shall be delivered either physically or electronically to either party within Seven (7) workings days of such amendment.

15. TERMINATION:

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Under these terms and conditions, PARTIES may, by giving 30 days advance notice by either in writing or through electronic mode terminate the Agreement in the following ways –

- a) Failure to make the regular payment to SUFFRAGE.
- b) Breach of applicable laws as specified above by the Enrolled Member

- c) Failing to perform terms and conditions under this Agreement or if the quality is not up to the specification.
- d) Termination for Convenience in whole.

On the termination of this Agreement, the account/profile of the Enrolled Member on the App/Website will not get deleted/deactivated. It will remain as it is which may become helpful at the time of execution of fresh/renewed Agreement.

16. REMEDY FOR MATERIAL BREACH:

In case of material breach of Agreement by either party, results in automatic termination of Agreement, without any requirement to issue of notice of termination of Agreement.

17. SEVERABILITY:

If for any reason, whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is so declared by any court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the PARTIES will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable.

18. INDEMNITY:

In case of any default on the part of any Enrolled Member shall indemnify from and against all loss, damages, liabilities, claims, suits and demands suffered to the SUFFRAGE or his property its agents or representative or employees due to illegal acts, or fails to perform the terms and condition of this Agreement, obligations, duties including good ethical/diligence/economical/ industry practices.

19. FORCE MAJEURE:

Notwithstanding anything contained in these terms and conditions, the PARTIES shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the Agreement is the result of an event of Force Majeure.

For purposes of this Clause "Force Majeure" means an event beyond the control of the PARTIES and not involving the PARTIES fault or negligence and which was not foreseeable. Such events may include acts of god, acts of state or Governmental action prohibiting any party to perform its obligation under this Agreement, prolonged shortage supply of energy/electricity, riots,

wars, embargoes, strikes, lockout, accident during travelling, fires, floods, earthquake, epidemics, pandemics, quarantine restrictions and freight embargos.

If a Force Majeure situation arises, the PARTIES shall promptly notify to each other either in writing or through electronic mode, of such conditions and the cause thereof. Unless otherwise directed by each party in writing, the PARTIES shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. RESOLUTION OF DISPUTES:

If any dispute arises between PARTIES, then there would be following two ways for resolution of the dispute under the Agreement.

a) Amicable Settlement

Performance of the Agreement is governed by the terms and conditions of the Agreement, however, at times dispute may arise about any interpretation of any term or condition of Agreement including but not limited to the Nature of Services, the Clauses of revenue, Governing laws, Authentication Standard etc. In such a situation either Party of the Agreement may send a notice either in writing or through electronic mode of dispute to the other party. The party receiving such notice either in writing or through electronic mode of dispute will consider the Notice of dispute and respond to it in writing within 60 days after receipt. If that party fails to respond within such period, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause 27 of 'Resolution of Disputes' of these Agreement shall become applicable.

b) Arbitration

Any Dispute, difference or question arising out of this agreement shall be settled amicably between the PARTIES, failing which the same shall be referred to arbitration under the Indian Arbitration Act and place of Arbitration shall be Mumbai Only. The Arbitration shall be headed by sole arbitrator to be jointly appointed by the PARTIES. If the PARTIES are unable to jointly agree to a sole arbitrator then reference shall be made to an arbitral tribunal comprising of three arbitrators of which one will be appointed by the FIRST PARTY, Second would be appointed by the SECOND PARTY and third would be appointed by the aforesaid two arbitrators. All proceedings in such arbitration shall be conducted in English. The Arbitration shall take place in Mumbai, India and shall be governed by the Arbitration and Conciliation Act, 1996 or other law relating to arbitration in India for the time being in force. The arbitration award shall be binding upon both PARTIES to this agreement. Only in case of arbitration proceedings the cost of the Arbitration to be borne equally by both the PARTIES, in the absence

of any order as to costs in the Arbitration Award and in any other cases to be borne by the PARTIES equally.

21. LEGAL JURISDICTION:

All legal disputes between the PARTIES shall be subject to the jurisdiction of the Courts situated in Mumbai only.

22. BINDING EFFECT:

Both the PARTIES are bounded to their performances as define herein this Agreement.

23. COUNTERPARTS:

The Original copy of this Engagement or the original amended Agreement copy, if any is executed, shall remain with the SUFFRAGE and its counterpart shall remain with the Enrolled Member. All the Agreements shall be duly signed by the PARTIES or their representatives and shall become the part of evidences.

24. ENTIRE AGREEMENT:

Subject to the provision of this Agreement, the Agreement and the exhibits and schedules hereto and any side letter Agreements entered into by the PARTIES as of the date of this Agreement relating to potential termination of this Agreement, constitute the entire Agreement between the PARTIES with respect to the subject matter hereof, and supersede all prior and contemporaneous Agreements, representations, and understandings of the PARTIES. No party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein.

Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the PARTIES hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein. In addition, neither of the Partners can assign this Agreement or the rights and obligations there under to another party without the prior written consent of the other PARTIES

SCHEDULES

SCHEDULE "A"

MAIN OBJECT OF THE OPENIND NETWORKS LLP

1. To carry on the business of social media marketing or marketing campaigns for Politicians (incl. but not limited to Corporators, Members of Legislative Assembly, Member of Parliaments and other politicians involved at local level) in the form of internet marketing that involves creating and sharing content on social media networks/ media portals in order to achieve marketing and branding goals. It includes activities like posting text and image updates, videos and other content that drives audience engagement as well as paid social media advertising.
2. Act as an exhibitor of various goods, services and merchandise and to undertake the necessary activities to promote sales of goods, services and merchandise manufactured goods.
3. To provide E-commerce platforms, digital marketing for above referred points.
4. To carry on the business of marketing, promoting, advertising, franchising or publishing for Politicians (incl. but not limited to Corporators, Members of Legislative Assembly, Member of Parliaments and other politicians involved at local level) to promote, market themselves in internal and external markets, through online marketing, digital marketing in various sites, digital media including social media marketing or any other online or offline or digital means, on its own or through any sort or nature and to appoint sub-franchisers for any of the above purposes, in India or elsewhere.
5. To do the business of public relations, show promotion, advertisers, advertising contractors and advertising agents, printers, publishers, designers.

SCHEDULE "B"

OBJECT OF THE PARTIES TO ENTER INTO THIS AGREEMENT

1. As far as object is concerned, primary object of the PARTIES remains social media marketing. But it also has objective of creation of social awareness in today's era, Use of Social Media for political awareness, Enable Politicians to REACH target audience, Marketing campaigns, Easy grievance for public;
2. Allow politicians and political PARTIES a mechanism to connect directly with people across the country at a reduced cost and maximum reach than conventional media;
3. Fostering, a new way, which enables people to search and share information, growing their awareness. Create easy way for converting street movements into a crusade in larger cities;
4. Enable political activities, influences people, political efficacy, political knowledge, and political participation;
5. Connections with the users/members enhance the political knowledge, increase political efficacy, and improve their political participation;
6. Users can raise grievance to concerned politicians for any aspect;
7. Direct REACH to Politicians;
8. Users will be tagged with Member of Parliament, Member of Legislative Assembly, Corporator and local politicians;
9. Increase user interface, recognition on social media, use bonding with public and political PARTIES which may enable the youth to participate and take interest in political activities;
10. Such other object which is ancillary and incidental to effectuate this Agreement.

SCHEDULE "C"

HOW THE FIRST PARTY WILL PROVIDE APP/WEB BASED PLATFORM TO SECOND PARTY/USERS

- The App or Website developed by the FIRST PARTY shall be available on Available on Play store and IOS (whether paid/unpaid) covering the territorial areas of India for the purpose of Users/members.
- Noting here that the meaning of users or members or communities hereby includes the general public of the of whole of India.
 - Users will be tagged on the basis of PIN Code;
 - App is to be initially operate in India and not global;
 - Users can raise grievance to concerned politicians for any aspect;
 - Users (like us) will be tagged with Member of Parliament, Member of Legislative Assembly, Corporator and local politicians;
 - Content Posting allowed by both Users and Politicians;
 - Any live events allowed on App/website;
 - Direct REACH to Politicians;
 - Tagging users/politicians;
 - Linking to other social media Apps and Websites.

All the above activities are subject to the terms and conditions as defined under this Agreement and bind to both the PARTIES.

The above list is indicative list and the same is case specific which is subject to additions/modification/deletion.