

TERMS AND CONDITIONS

Last Updated: March 20, 2024

1. INTRODUCTION

The Misinformation Combat Alliance Association has set up a dedicated collaborative task force, called the Deepfakes Analysis Unit (DAU), to ensure timely response and research on the emerging crisis of AI generated content.

The DAU will operate a WhatsApp tipline (+91 9999025044), hereinafter referred to as the “**Tipline**”, through which the public can escalate purported synthetic audio and video content to the DAU for further investigation and action. The DAU will coordinate with external forensic experts as well as fact checking organisations, through its dashboard on www.dau.mcaindia.in (the “**Platform**”), in order to analyse the files shared on the Tipline, determine if such files are authentic or synthetic files i.e. if such files are AI generated or have elements of AI generated media and publish assessment reports based on its findings (the “**Services**”).

The aim of the DAU is to become a trusted public resource for detecting and addressing synthetic media content and a central resource for media organisations and fact checkers to get credible assessments and support in evaluating synthetic media content while serving as a content discovery and distribution mechanism.

DAU provides the Services free of charge and any person eligible to avail the Services (as specified in these Terms) may utilize the Tipline. The Tipline shall focus on media files relating to matters of public importance.

2. APPLICABILITY OF THESE TERMS AND CONDITIONS

These Terms and Conditions (the “**Terms**”) govern your use of the Tipline and/or the Platform, operated by the Misinformation Combat Alliance Association, through the DAU (“**we**”, “**our**”, “**us**”).

The Terms would be applicable to all visitors, users and others who wish to access or use the Services provided through the Tipline or Platform – including but not limited to persons submitting audio and video content (“**Media Files**”) on the Tipline and the external forensic experts and fact checkers analysing these Media Files to determine the authenticity of the same.

Our Privacy Policy also governs your use of our service and explains how we collect, safeguard and disclose information that results from your use of our Tipline or Platform. Your agreement with us includes these Terms and our Privacy Policy (“**Agreements**”). You

acknowledge that you have read and understood the Agreements, and agree to be bound by them.

If you do not agree with (or cannot comply with) the Agreements, then you may not avail our Services, but please let us know by emailing at **contactdau@mcaindia.in** so we can try to find a solution.

3. ELIGIBILITY TO USE THE SERVICES

The Tipline and Platform are available only to persons who can form legally binding contracts under Indian Contract Act, 1872.

If you are a minor i.e. under the age of 18 (eighteen) years, you may use the Tipline or Platform only under the supervision and prior consent/permission of a parent or legal guardian, who will be responsible for your usage of the Tipline or Platform.

By the use of the Tipline or Platform you confirm that you possess the legal authority and capacity to create a binding legal obligation, including to be bound by the terms of the Agreements and your use of the Tipline or Platform does not violate any law, statute, ordinance, rule or regulation.

4. USE OF THE TIPLINE

Any person wishing to confirm if a video or audio file or a link/URL containing a media file (the “**Media File**”) is authentic or synthetic may send us a copy of such Media File through our Tipline. To use the Tipline, in addition to these Terms, you would also need to comply with the terms of use of WhatsApp. Please refer to the following link for the WhatsApp terms of use, which may be amended from time to time: <https://www.whatsapp.com/legal/terms-of-service>

By using our Tipline, you represent and warrant to us that:

- a) You are eligible to avail of the Services;
- b) You (i) are the owner of the Media File; or (ii) have the authority to share the Media File with us; or (iii) are not restricted under any applicable law or contract from sharing the Media File with us; and
- c) To the best of your knowledge, the Media File does not violate or infringe upon the rights of any third party, including any patent, copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libellous, defamatory, or otherwise unlawful material.

You acknowledge that we will be sharing the Media File with our partners and collaborators for the purpose of analysing the Media File to determine if such Media File is AI generated or has elements of AI generated media. You consent and agree that we and our representatives are permitted to download, create copies, reverse compile, reverse engineer, decompile,

reverse assemble, share the Media File or take any such actions as may be required to provide the Services.

We reserve the right to decline to provide you with the Services and do not warrant, insure, or guarantee the detection and identification of synthetic content provided as part of our Services.

5. USE OF THE PLATFORM

If you wish to partner or collaborate with us in order to provide the Services, please contact us at contactdau@mcaindia.in. We may execute separate contracts with our partners and collaborators detailing our arrangement. The terms of such contracts are to be read along with these Terms.

In order to assist us in providing the Services you may be required to register and create an account on the Platform ("**Account**"). During the registration process, you will be required to provide certain information to us and you will establish a username and a password (your "**Account Credentials**"). You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. You are responsible for safeguarding your Account Credentials. You agree not to disclose your Account Credentials to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. By registering for an Account, you agree that we may send you occasional emails relevant to your Account or to your use of the Services. You must notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security that you become aware of.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene. We reserve the right to refuse service, terminate accounts, remove or edit content, at our sole discretion.

All information you provide when you register for an Account on our Platform is governed by our Privacy Policy that is incorporated herein and we may take any action with respect to your information that is consistent with our Privacy Policy. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, incomplete, or not correct. We also reserve the right to refuse service or terminate accounts for any reason, in our sole discretion without prior notice.

You understand that by registering on our Platform to provide the Services you will have access to the Media Files, which may contain sensitive information. You will, at all times, comply with applicable laws, including but not limited to applicable data privacy laws, in

relation to your usage of any Media File.

6. PERMITTED USE, PROHIBITED USE AND COPYRIGHTS

Subject to your compliance with these Terms and the Agreements, we grant you a personal, non-exclusive, limited privilege to access and use the Tipline and Platform. Any commercial use or exploitation of the whole or any part of the Tipline or Platform, the data on them or their contents is strictly prohibited, provided that any knowledge gained by our partners may be used by them to improve their technology and use such technology for a commercial purpose.

The Platform has been designed using open source code, which is governed by the GNU General Public Licence, version 3. Your usage of the Platform is subject to your compliance with the terms of such license, which is available at: <https://www.gnu.org/licenses/gpl-3.0.en.html>. The terms may be amended from time to time.

The rights granted to you to access and use the Tipline and Platform are not applicable to the design, layout or look and feel of the Tipline and Platform. Such elements are protected by intellectual property rights and may not be copied or imitated in whole or in part.

You agree not to use or encourage, or permit others to use the Tipline or Platform

to: a) Incite others to commit violence;

b) Exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content or otherwise;

c) Transmit material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice; d)

Transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation; e) Impersonate or attempt to impersonate any company, a company employee, another user, or any other person or entity;

f) In any way infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity;

g) Make, transmit or store electronic copies of materials protected by copyright without the permission of the owner.

h) Make available any content that you do not have a right to make available under any law or contractual or fiduciary relationship, unless you own or control the rights thereto or have received all necessary consents for such use of the content.

i) Make available any material that infringes any intellectual property rights or other proprietary rights of any party;

j) Manipulate identifiers to disguise the origin of any of content transmitted through the Tipline and/or Platform including, falsifying or deleting any author attributions, legal or other notices or proprietary designations or labels of the origin or source of content or

other material available on the Tipline and/or Platform;

- k) Use any of our domain names as a pseudonymous return email address; l) Post transmit or make available any material that contains viruses, trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines, code, files or such other programs that may harm the Tipline and/or Platform, interests or rights of other users or limit the functionality of any computer software, hardware or telecommunications, or that may harvest or collect any data or personal information about other users without their consent;
- m) Access or use the Tipline and/or Platform in any manner that could damage, disable, overburden or impair any of their servers or the networks connected to any of the servers on which they are hosted;
- n) Intentionally or unintentionally interfere with or disrupt or violate any applicable laws related to the access to or use of the Tipline and/or Platform, violate any requirements, procedures, policies or regulations of networks connected to the Tipline and/or Platform, or engage in any activity prohibited by these Terms;
- o) Disrupt or interfere with the security of, or otherwise cause harm to, the Tipline and/or Platform, materials, systems resources accessible through the Tipline and/or Platform or any affiliated or linked sites;
- p) Interfere with, or inhibit any user from using and enjoying access to the Tipline and/or Platform, or other affiliated sites, or engage in disruptive attacks such as denial of service attack on the Tipline and/or Platform;
- q) Circumvent the digital rights management mechanisms used by the Tipline and/or Platform to access, reproduce, store, etc., any content, in an unauthorized manner; r) Access or attempt to access any content that you are not authorized to access by any means;
- s) Access the Tipline and/or Platform through any other means other than through the interface that is provided by us;
- t) Engage in reverse engineering of proprietary software or screen scraping activities; u) Use deep-links, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to increase traffic to the Tipline and/or Platform, to access, acquire, copy or monitor any portion of the Tipline and/or Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Tipline and/or Platform, or any content, to obtain or attempt to obtain any content, documents or information through any means not specifically made available through the Tipline and/or Platform;
- v) Alter or modify any proprietary software in the Tipline and/or Platform; w) Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent;
- x) Use any device, software, or routine that interferes with the proper working of Tipline or Platform;
- y) Use the Tipline and/or Platform for purposes that are not permitted by: (i) these Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction; or

z) Violate any of the terms specified under the Terms for the use of the Tipline and/or Platform.

We reserve the right to take whatever lawful actions we may deem appropriate in response to actual or suspected violations of the Terms. We may also cooperate with legal authorities and/ or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, we reserve the right at all times to disclose any information we deem necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

You acknowledge and agree that by accessing or using the Tipline and/or Platform or content, you may be exposed to materials from others that you may consider offensive, indecent or otherwise objectionable. You hereby waive any legal or equitable rights or remedies you have or may have against us with respect thereto, and agree to indemnify and hold us, our affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Tipline and/or Platform.

Wherein you use, display or mention our logo/name or other intellectual property on any third-party websites, we have the right to require such material to be immediately taken down from the respective websites, for any reason. We reserve the liberty to initiate any legal actions, as we may deem fit, against any person unauthorizedly using our name, logo or intellectual property.

We have the right to change, modify, suspend, discontinue and/or eliminate any aspect(s), features or functionality of the Tipline and/or Platform as we deem fit, at any time, without notice. We may also impose limits on certain features or restrict your access to parts or all of the Tipline and/or Platform without notice or liability. We make no commitment, express or implied, to maintain or continue any aspect of the Tipline and/or Platform. You acknowledge that your use of the Tipline and/or Platform is subject to this risk and that you knowingly assume it and make your decisions to participate in the Tipline and/or Platform. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Tipline and/or Platform.

7. RIGHT TO MONITOR

We reserve the right to monitor the use of the Tipline and Platform at any time as we deem appropriate and to remove any materials that, in our sole discretion, may be illegal, may subject us to liability, may violate these Terms, or are, inconsistent with the purpose for the Tipline and/or Platform.

8. INTELLECTUAL PROPERTY

All right, title and interest in and to the Tipline and Platform, and all intellectual property rights in the Tipline and Platform, are retained by us, our affiliates, partners or licensors, and are protected by copyright, trademark, patent, intellectual property, and other laws of India.

Any intellectual property of ours may not be used in connection with services that are not provided by us without our express written consent. Infringement includes using our property in any manner that is likely to cause confusion among users, or in any manner that disparages or discredits us. All other intellectual property not owned by us or our affiliates that appear on the Tipline and/or Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us or our affiliates. Except as expressly provided in these Terms, you are expressly prohibited from copying, selling, assigning, licensing, renting, reproducing, distributing, modifying, disassembling, decompiling, reverse engineering, creating derivative works of, publicly displaying, publicly performing, marketing, downloading, storing, transmitting, disclosing, or otherwise exploiting any part of the Tipline and/or Platform available on or through the Tipline and/or Platform without our express prior consent. It is clarified that the Media Files shall not be owned by us.

You may use information purposely made available on the Tipline and/or Platform, provided that you (1) do not remove or alter any copyright, trademark, or other proprietary rights notice in any and all copies of content on the Tipline and/or Platform; (2) make no modifications to any content or copies of any content; (3) do not use any pictures, photographs, illustrations, video or audio sequences or any graphics separately from the accompanying text or; (4) not make any additional representations or warranties relating to such information.

Framing or utilizing framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, designs, page layout, or form) of us and our affiliates is prohibited without express written consent. You may not use any of our logos or other proprietary graphics or trademarks as part of the link without express written permission. We grant you limited license to access and make personal use of the Tipline and/or Platform. You are prohibited from downloading, modifying, and/or using the Tipline and/or Platform for commercial purposes without our expressed written consent.

Except as set forth in this section, if you access or use, or provide any other individual with access, to any part of the Tipline and/or Platform in breach of these Terms, your right to use the Tipline and/or Platform will terminate immediately. We also reserve the right to terminate your authorization to use any Services available on or through the Tipline and/or Platform.

9. LINKS TO THIRD PARTY WEBSITES

The Tipline and/or Platform may contain hyperlinks to other sites owned and operated by parties other than us. Such hyperlinks are provided only for ready reference and ease of use. We do not control such websites and cannot be held responsible for their content or accuracy and do not endorse these sites unless we specifically state so. In the event these websites provide hyperlinks to other websites that are not owned, operated or maintained by us, you acknowledge and agree that we are not responsible for and are not liable for the content, products, services or other materials on or available from such websites.

We accept no liability for any information, products, advertisements, content, services or software accessible through these third party websites or for any action you may take as a result of linking to any such website. Any such websites are likely to set forth specific terms of use and privacy policies that you should review. We are under no obligation to maintain any link on the Tipline and/or Platform and may remove a link at any time in our sole discretion for any reason whatsoever. We shall not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, services or other materials available on or through any such website. We are not responsible for the privacy practices of any other websites.

10. SECURITY

Notwithstanding our efforts to ensure that the Tipline and Platform are secure, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others. We cannot, and do not, warrant that data transfers utilizing the Tipline and/or Platform, will not be monitored or read by others.

We may issue instructions from time to time intended to ensure the security of the Tipline and/or Platform. You agree to comply with those instructions.

You are prohibited from violating or attempting to violate the security of the Tipline and/or Platform, including, without limitation,

- (a) Accessing data not intended for you or logging onto a server which you are not authorized to access;
- (b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (c) Attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Tipline and/or Platform, overloading, 'flooding,' 'spamming', 'mail bombing' or 'crashing;' or
- (d) Sending unsolicited email, including promotions and/or advertising of products or services.

Violations of system or network security may result in civil or criminal liability under applicable laws. We may investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are

involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Tipline and/or Platform or any activity being conducted on the Tipline and/or Platform. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligence agents) to navigate or search the Tipline and/or Platform other than the search engine and search agents available on the Tipline and/or Platform and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Internet Explorer).

11. COMMUNICATION

When you use the Tipline and/or Platform or send emails or other data, information or communication to us, you agree and understand that you are communicating with the Misinformation Combat Alliance Association through electronic records and you consent to receive communications via electronic records from us periodically and as and when required. We will communicate with you by email, by notices on the Tipline and/or Platform or electronic records on the Platform or on your mobile number which will be deemed adequate service of notice/ electronic record to the maximum extent permitted under any applicable law.

Further, by using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at contactdau@mcaindia.in.

12. CONTESTS, SWEEPSTAKES AND PROMOTIONS

Any contests, sweepstakes or other promotions (collectively, "**Promotions**") made available through our Services may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

13. INDEMNITY

You agree to indemnify, defend and hold harmless Misinformation Combat Alliance Association, its affiliates, vendors, agents, partners, collaborators and their respective directors, officers, employees, contractors and agents (herein referred to as "**Indemnified Parties**") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnified Parties that arise out of, result from, or in connection with (i) your breach of the Agreement(s); or (ii) any claims made by any third party due to, or arising out of, or in connection with, your use of the Tipline and/or Platform; or (iii) any claim

that any content, information or materials provided by you caused damage to a third party; or (iv) your violation of any rights of another, including any intellectual property rights.

We may notify you of any claims arising for which you need to indemnify us. You will then be required to consult with us regarding the course of action to be undertaken in defending such a claim. Further, you shall not compromise or settle any claim or admit any liability or wrongdoing on our part, without our express prior written consent which can be withheld or denied or conditioned by us in our sole discretion.

In no event shall the Indemnified Parties be liable to you for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever, including those related to, the use of, or the inability to use, the Tipline and/or Platform, materials and functions related thereto, the Services, user's provision of information via the Tipline and/or Platform, loss of use, data or profits, whether or not foreseeable or whether or not Indemnified Parties have been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access to the Tipline and/or Platform or Services.

14. DISCLAIMER

THE TIPLINE, PLATFORM, SERVICES AND ANY THIRD PARTY CONTENT ARE PROVIDED BY US ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (I) THE TIPLINE, PLATFORM OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR YOUR USE OF THE TIPLINE AND/OR PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TIPLINE AND/OR PLATFORM OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE TIPLINE AND/OR PLATFORM OR SERVICES WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN THE TIPLINE AND/OR PLATFORM OR SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE TIPLINE AND/OR PLATFORM OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL HAVE NO LIABILITY RELATED TO USER CONTENT AND/ OR THIRD PARTY CONTENT ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. WE ALSO DISCLAIM ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION OR UNAVAILABILITY OF ANY USER CONTENT AND/ OR THIRD PARTY CONTENT.

WE HAVE ENDEAVORED TO ENSURE THAT ALL THE INFORMATION ON THE TIPLINE AND PLATFORM IS CORRECT, BUT WE NEITHER WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY, ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION, PRODUCT OR SERVICE. WE SHALL NOT BE RESPONSIBLE FOR THE DELAY OR INABILITY TO USE

THE TIPLINE AND/OR PLATFORM, SERVICES OR RELATED FUNCTIONALITIES, THE PROVISION OF OR FAILURE TO PROVIDE FUNCTIONALITIES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, FUNCTIONALITIES AND RELATED GRAPHICS OBTAINED THROUGH THE TIPLINE AND/OR PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THE TIPLINE AND/OR PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. FURTHER, WE SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE TIPLINE AND/OR PLATFORM DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE TIPLINE AND/OR PLATFORM THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND OUR CONTROL. THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE TIPLINE AND/OR PLATFORM IS DONE ENTIRELY AT THEIR OWN DISCRETION AND RISK AND THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. WE ACCEPT NO LIABILITY FOR ANY ERRORS OR OMISSIONS, WITH RESPECT TO ANY INFORMATION PROVIDED TO YOU WHETHER ON BEHALF OF OURSELVES OR THIRD PARTIES.

THE INFORMATION PROVIDED ON THE TIPLINE AND PLATFORM ARE DISTRIBUTED WITH THE UNDERSTANDING THAT WE ARE NOT PROVIDING PROFESSIONAL ADVICE OF ANY TYPE. IF YOU HAVE A QUESTION REQUIRING PROFESSIONAL ADVICE, SUCH AS QUESTION RELATING TO LAW, TAX OR FINANCIAL PLANNING, PLEASE SEEK THE ADVICE OF A QUALIFIED PROFESSIONAL IN THE RELEVANT FIELD.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. TERMINATION

You agree that we may, in our sole discretion and without prior notice, terminate your access to the Tipline and/or Platform and block your future access to the Tipline and/or Platform if we determine that you have violated these Terms or any other Agreement(s). You also agree that any violation by you of the Agreement(s) will cause irreparable harm to us, for which monetary damages may be inadequate, and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the we may have at law or in equity.

In addition to the paragraph above, we may, at any time, with or without notice, terminate these Terms (or portion thereof) with you if:

- We are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful), or upon request by any law enforcement or other government agencies;
- The provision of the Services to you by us is, in the our opinion, no longer commercially viable;
- We have elected to discontinue, with or without reason, access to the Tipline and/or

Platform, the Services (or any part thereof); or

- In the event that we face any unexpected technical issues or problems that prevent the Tipline and/or Platform and/ or Services from working.

Once temporarily suspended, indefinitely suspended or terminated, you may not continue to use the Tipline and/or Platform under the same account, a different account or re-register under a new account. On termination of an account due to the reasons mentioned herein, such user shall no longer have access to data, messages, files and other material kept on the Platform by such user.

Notwithstanding the foregoing, such terms of these Agreement as are meant to survive termination/ expiry of the Agreements, will survive unless and until we choose to terminate them.

16. GOVERNING LAW AND JURISDICTION

These Terms shall be governed in all respects by the laws of India.

The courts at New Delhi, India shall have exclusive jurisdiction and you hereby accede to and accept the jurisdiction of such courts.

17. GENERAL PROVISIONS

- Notice:** All notices with respect to these Terms from us will be served to you by email or by general notification on the Tipline and/or Platform. Any notice provided to us pursuant to these Terms should be sent to [•].
- Assignment:** You cannot assign or otherwise transfer the Agreements, or any rights granted hereunder or any obligations, to any third party and any such assignment or transfer or purported assignment or transfer shall be *void ab initio*. Our rights and/ or obligations under the Agreement are freely assignable or otherwise transferable by us to any third parties without the requirement of seeking your prior consent. We may inform you of such assignment or transfer in accordance with the notice requirements under the Agreements.
- Severability:** If, for any reason, a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to our intent as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
- Waiver:** Any failure or delay by us to enforce or exercise any provision of these Terms, or any related right, shall not constitute a waiver by us of that provision or right. The exercise of one or more of our rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to us under these Terms or in law or at equity. Any waiver by us shall only be made in writing.

- e) Amendments To Terms: We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically. Your continued use of the Tipline and/or Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.
- f) International Users: The Tipline and Platform are controlled, operated and administered by us from our offices in India. We make no representation that the Tipline or Platform or content are appropriate or available for use at other locations outside India. We reserve the right to block access to the Tipline and/or Platform by certain international users. If you access the Tipline and/or Platform from a location outside India, you are responsible for compliance with all applicable local laws.
- g) Relationship: You and Misinformation Combat Alliance Association are independent contractors, and nothing in these Terms will be construed to create a partnership, joint venture, association of persons, agency (disclosed or undisclosed), franchise, sales representative, or employment relationship between you and Misinformation Combat Alliance Association. It is clarified that both you and the Misinformation Combat Alliance Association have entered these Terms on a principal to principal basis.
- h) Changes to Service: We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.
- i) Force Majeure: If performance of any service or obligation under these Terms or other Agreement by us is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, epidemic, pandemic, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond our reasonable control and could not have been prevented by reasonable precautions (each, a "**Force Majeure Event**"), then we shall be excused from such performance to the extent of and during the period of such Force Majeure Event. We shall exercise all reasonable commercial efforts to continue to perform our obligations hereunder.
- j) Feedback: Any feedback you provide with respect to the Tipline, Platform and/or the Services shall be deemed to be non-confidential. We shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, you represent and warrant that (i)

your feedback does not contain confidential or proprietary information of yourself or of the third parties; (ii) we are not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) the Tipline and/or Platform may have something similar to the feedback already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us for the feedback under any circumstances, unless specified. Under no circumstances shall we be held responsible in any manner for any content provided by other users even if such content is offensive, hurtful or offensive. Please exercise caution while accessing the Tipline and Platform.

k) Acknowledgement: BY USING THE TIPLINE AND/OR PLATFORM , YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY THEM.

l) Contact Us: Please send your feedback, comments, requests for technical support by email: **contactdau@mcaindia.in**.