

Terms and conditions for the Facebook Small Business Grants Programme (the "Grant Programme ")

By applying to the Grant Programme and/or signing your name and clicking the "SUBMIT" button, the representative ("**Representative**") of the Grant Programme applicant ("**Applicant**") agrees on behalf of themselves and on behalf of Applicant that they have read, understood and agree to be bound by these terms and conditions (these "**Terms and Conditions**").

This Grant Programme is offered by Facebook India Online Services Private Limited ("**Facebook**") and it is assisted in its administration by third party service providers, including, without limitation, Deloitte Touche Tohmatsu India LLP and NextGen Project Management Systems Pvt. Ltd.

Please read these Terms and Conditions carefully as they are a legal contract between Representative, Applicant and Facebook and govern Applicant's application to, and participation in, the Grant Programme .By applying to the Grant Programme, Applicant and Representative:

- a) agree to be bound by all the decisions of Facebook, any selection committees and any other official or service provider appointed by Facebook in connection with the Grant Programme ;
- b) represent that Representative is at least eighteen (18) years old and the age of majority in their country of residence;
- c) represent, warrant and undertake that Applicant complies with, and will continue to comply with, the Eligibility Requirements (as set out in condition A below) and all applicable laws throughout the duration of the Grant Programme, and if Applicant is successful in being selected for a Grant and/or Ad Credits, for the period during which Applicant uses the Grant and/or Ad Credits;
- d) represent and warrant that neither Representative or Applicant is located in a country that has been subject to comprehensive sanctions or included on any denied party listing published by the U.S. or EU governmental authorities or the governmental authority of their country of residence; and
- e) represent and warrant that Representative has the full capacity and authority to enter into these Terms and Conditions as an authorised representative of Applicant and to bind Applicant (and be bound) to comply with these Terms and Conditions.

At different stages in the Grant Programme, Applicant and/or Representative may be required to provide additional information requested to the email address provided by Applicant. Do not respond to any emails that appear related to the Facebook Grant Programme from any other email address . as they will not be from Facebook and could be a scam or phishing attempt. Applicant and Representative agree that Facebook or any of its third party service providers/contractors will not be responsible for or liable to Applicant or Representative in the event Applicant or Representative responds to any other email address.

Supplemental Terms and Policies

By entering into the Grant Programme, Applicant and Representative (as relevant), agree to comply with additional terms, including, without limitation, Facebook's [Terms of Service](#), [Facebook Commercial Terms](#) and [Community Standards](#), the Ad CreditTerms (as defined in condition G-2 below) and any other such terms and policies that may apply to the Grant Programme from time to time ("**Supplemental Terms and Policies**"). In the event of any conflict between the Supplemental Terms and Policies and these Terms and Conditions, the Supplemental Terms and Policies take precedence.

The Grant and Ad Credits

The purpose of the Grant Programme is to help support small and medium businesses who need assistance due to the adverse effects of Coronavirus (COVID-19). Such support includes:

- a) a cash grant, made in INR to the value of 63,959, to be used by small and medium businesses to

help alleviate such adverse effects (the "**Grant**"); and

- b) if applicants opt-in to receive them, Facebook ad credits made in INR to the value of 38,375 (each an "**Ad Credit**").

See condition G for further details concerning use of the Grant and Ad Credits.

A. Eligibility

1. For Applicant to be eligible to apply to the Grant Programme :

- a. *Representative must be at least 18 years old and the age of majority in their country of residence and legally resident within the Republic of India and be the founder, director, partner or business owner of Applicant;*
- b. *Representative must not have been convicted of any of the following criminal offences: assault and battery, arson, child abuse, domestic abuse, kidnapping, rape, statutory rape, burglary, larceny, robbery, auto theft, shoplifting, aiding and abetting, attempt, conspiracy, alcohol/drug-related offences, traffic offences, blackmail, fraud, embezzlement, money laundering, tax evasion, cyber crime, bribery, prostitution, soliciting prostitution, assisting/promoting prostitution, animal cruelty, counterfeiting and forgery, gambling, murder, negligent manslaughter, human trafficking/sex trafficking, pornography, sex offences (sodomy), sex offences (incest, object, fondling), weapon offences, curfew, disorderly conduct, drunkenness, trespassing, impersonation, peeping tom.*
- c. *Applicant must be a small and medium sized business established/incorporated, headquartered and operating in the Republic of India that: (i) is located in an eligible pin code of the eligible cities: New Delhi, Gurugram, Bengaluru, Hyderabad or Mumbai) and pin code; (ii) is operating as a "for profit" business; (iii) has between two (2) and fifty (50) employees; and (iv) has been established for a minimum of one (1) year, and can provide proof of incorporation/establishment for a minimum of one (1) year via relevant legal documents;*
- d. *Applicant must satisfy the eligibility requirements and application criteria set out in the application process on the Website, and demonstrate that its business has been adversely affected by Coronavirus (COVID-19);*
- e. *Applicant and Representative must successfully pass various background and verification checks, including a criminal background check (and including, without limitation, those checks referred to in these Terms and Conditions) and provide all documentation requested as part of the application on the Website to show proof of business status (as set out in condition C.3 below);*
- f. *Applicant must not be owned by (either in whole or in part) nor employ any individual who: (i) is an employee or agent of Facebook, Deloitte Touche Tohmatsu India LLP and NextGen Project Management Systems Pvt. Ltd., or any of their subsidiaries or affiliated companies, or anyone otherwise connected with the operation or fulfilment of the Grant Programme ; and/or (ii) has any immediate family or member of their household (including, but not limited to, a spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law) who is an employee or agent of Facebook, Deloitte Touche Tohmatsu India LLP and NextGen Project Management Systems Pvt. Ltd. or any of their subsidiaries or affiliated*

companies, or anyone otherwise connected with the operation or fulfilment of the Grant Programme ;

- g. *Applicant must not be owned or controlled by (either in whole or in part) any individual who: (i) is an official, employee, representative or anyone else acting in an official capacity for or on behalf of a government, government agency, or other administrative authority or judicial or quasi-judicial body (whether elected or appointed, including for example, legislators, regulators, police, active members of the military, judges, tribunal members, federal, state or local council members), state-owned/controlled enterprises (including for example executives at state-controlled companies), political parties or campaigns, public international organisations (including for example, U.N. officials), and candidates for public office (collectively "**Government Official**"); and/or (ii) has any immediate family or member of their household (as defined in paragraph (e) above (a spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law)) who are a Government Official;*
- h. *Applicant must not be focused on any of the following activities: (i) proselytizing; and/or (ii) political lobbying or campaign activities (e.g. on behalf of an active candidate for elected office); and*
- i. *Applicant represents, warrants and undertakes that it is and it will continue to be, in all respects, eligible under applicable laws and regulations to participate in the Grant Programme , and if selected, to receive and use the Grant and/ or Ad Credits from Facebook. In this regard, Applicant agrees to maintain all necessary certificates, registrations, approvals, records and documents, at its own cost, throughout the duration of the Grant Programme ,*

(together the "**Eligibility Requirements**").

B. No guarantee for applicants

Note that even if Applicant and Representative fulfil the Eligibility Requirements, this does not guarantee that Applicant will be selected for a Grant and/or Ad Credits. Meeting the Eligibility Requirements does not automatically result in approval for a Grant and/or Ad Credits.

C. Applying to the Grant Programme and applying for Ad Credits

1. The Grant Programme commences at 10:00am IST on September 15, 2020 and all applications must be received by 11.59 IST on the closing date of 11:59 IST (the "**Application Period**"). Facebook reserves the right to either extend or shorten the Application Period at any time in its sole discretion in accordance with condition M.4.
2. Grant Programme applications must be made on <https://facebookgrants-india.goodera.com/grant/application/9649/open-task/84893/org/8604/details> (the "**Website**").
3. To apply to the Grant Programme, Applicants' Representatives must, during the Application Period:
 - a. *create an account on the Website by registering with required information, including without limitation: their Applicant name, Representative name,*

Representative mobile number and Representative email ID and sign-in to the Grant Programme application;

- b. *complete and submit the eligibility questionnaire and application form published on the Website, including, without limitation, explaining whether the Applicant meets the Eligibility Requirements, whether the Applicant has a digital presence, who the Applicant's statutory auditors are, whether Applicant has any female directors or partners and how Applicant has been negatively affected by Coronavirus (COVID-19); and*
- c. *provide all documentation required by the application form on the Website to prove Applicant's eligibility to apply to the Grant Programme and compliance with the Eligibility Requirements. Such documentation may include, but is not limited to: (i) the Applicant's GST registration certificate; and (ii) the Applicant's permanent account number ("PAN").*

4. Applications submitted by any other means will not be accepted. Use of script, macro or any automated system to apply to the Grant Programme is prohibited and applications made (or which appear to have been made) using any such system may be treated as void. Any illegible, incomplete or fraudulent applications will be rejected. Applicants may make a maximum of one (1) application into the Grant Programme and Representatives may make a maximum of one (1) application to the Grant Programme on behalf of an Applicant. Any duplicate applications into the Grant Programme from either a Representative or Applicant will result in disqualification of both applications. Applicants may only receive one (1) Grant and/or set of Ad Credits. Facebook will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable applications.

5. In completing and submitting an application to the Grant Programme through the Website, Applicant and Representative agree to:

- a. *in a timely manner, provide true, accurate, current and complete information about Applicant's and Representative's eligibility in compliance with the Eligibility Requirements;*
- b. *maintain and promptly update any such application information as necessary to ensure Applicant and Representative continue to satisfy the Eligibility Requirements; and*
- c. *at all times, cooperate with Facebook's and any third party service provider's, (including, without limitation, Deloitte Touche Tohmatsu India LLP.) acting on Facebook's behalf, reasonable requests and directions.*

If Applicant or Representative fail to comply with the aforementioned conditions, or if Facebook has reasonable grounds to suspect that Applicant or Representative has not complied with these conditions, Facebook reserves the right to indefinitely suspend, block access or terminate the Grant and/or Ad Credits provided to Applicant, at its sole discretion, without providing any reason to Applicant and without the liability to make any payment to Applicant.

6. Facebook will, via its third party service provider, contact certain applicants at a later stage to enable them to apply for Ad Credits by providing certain information, including, without limitation, applicant's or representative's Facebook ad account details, Facebook ID, Instagram ID and/or Facebook Page ID to Facebook, or by registering for a new Facebook ad account. If Applicant does apply for Ad Credits with an existing Facebook ad account, Applicant and/or Representative must also

pass certain Facebook checks to be eligible to receive Ad Credits and a Grant in addition to any background and verification checks referred to in these Terms and Conditions. If either Applicant or Representative fail any verification and background checks, including, without limitation, those explicitly referred to in these Terms and Conditions, Applicant will no longer be eligible to receive Ad Credits and a Grant.

7. At all times, Facebook reserves the right to require Applicants and/or Representatives to prove that they are, and continue to be, eligible to enter the Grant Programme, and Representative and Applicant agree to provide any such further information requested by Facebook (or any third party service provider acting on Facebook's behalf) (including, if required, obtaining such information from third parties) promptly and within the timeframes specified by Facebook (or any third party service provider acting on Facebook's behalf). The Applicant and/or Representative agrees to Facebook (or any third party service provider acting on Facebook's behalf) conducting background checks to prove that the Applicant and/or Representative is eligible/continues to be eligible to enter the Grant Programme.
8. If Applicant is found to be, or has become, ineligible at any time or is otherwise suspected by Facebook of being in breach of these Terms and Conditions, Facebook reserves the right to award the Grant and/or Ad Credits to another applicant and to require the return of any Grant and/or Ad Credits already awarded to Applicant.

D. Selection and verification and screening checks

1. After the Application Period, each properly submitted application that complies with the Eligibility Requirements will undergo a number of verification checks to create a list of verified Applicants' applications, that will be (a) scored using an assessment rubric; and (b) reviewed by a selection panel who are independent of Facebook, who will then rank and select a short-list of eligible applicants ("**Ranked Applicants**").
2. Decisions to select Ranked Applicants will be based on objective assessment criteria concerning the impact and need of each applicant.
3. All decisions of the independent selection panel regarding applications and ranking of the Ranked Applicants are final and not subject to appeal by Applicant. Applicant acknowledges and agrees that Facebook and/or any third parties engaged by Facebook (including, but not limited to, the independent selection panel) are not obliged to provide any information relating to the decision of whether to rank an applicant or not.
4. Ranked Applicants will be notified of their success in progressing to the next stage of the application process via the email address provided on application, and must subsequently successfully pass all verification and screening checks required by Facebook in order to be formally selected for a Grant and (if relevant) Ad Credits, including, but not limited to:
 - a. compliance and business intelligence checks (including, without limitation, business integrity and business model checks);
 - b. background verification screenings based on information available in the public domain and on purpose-built databases focusing criminal

background checks, sanctions, adverse media, litigation and regulatory screenings;

- c. physical visits to selected Ranked Applicant's business premises (subject to COVID-19-related constraints); and/or
- d. if physical visits are not possible, video call interviews with the Applicant.

2. Ranked Applicants may also be required to provide additional details for the purpose of these verification and screening checks, including social media identities, date of birth, father's name and address. Those Ranked Applicants that successfully pass all verification and screening checks will be the verified applicants ("**Verified Applicants**"). If Applicant fails to provide any of the requested information in order for Facebook to conduct the aforementioned verification and screening checks within the deadlines set by Facebook, then Applicant will no longer be eligible to receive a Grant and Ad Credits. Note that even if a Ranked Applicant passes all the aforementioned verification and screening checks this does not guarantee that it will be a Verified Applicant.

E. Agreement to additional agreements

Applicant acknowledges that if it is successful in being selected as a Verified Applicant, it may be required, within a specified timeframe, to enter into additional agreements or supplementary terms as a condition of receiving the Grant and/or Ad Credits. Such additional agreements include, without limitation, the Facebook Small Business Grant Programme Grant Recipient Declaration of Eligibility/Liability & Publicity Release (the "**Release**"), which requires Verified Applicants to re-affirm their compliance with the Eligibility Requirements and re-affirm the liability and publicity provisions set out in these Terms and Conditions. If Applicant refuses to enter into the Release or such additional agreements or supplementary terms, Applicant will no longer be eligible to receive a Grant and/or Ad Credits.

F. Allocation of the Grant and/or Ad Credits

- 1. Verified Applicants will be notified by the email address provided and by SMS by the mobile number provided on application that they have been formally selected for a Grant and (if relevant) Ad Credits ("**Final Stage Applicants**") subject to final banking checks and signing and returning the Release. Final Stage Applicants will be required to provide relevant payee details (including NEFT details, etc.) requested by Facebook or any third party service provider acting on Facebook's behalf and pass banking checks, as well as validly executing and returning a copy of the Release to Facebook in order to receive the Grant and/or Ad Credits. Final Stage Applicants may be required to submit or execute documents for the purposes of KYC verification checks, as requested by a relevant bank, before receiving their Grant and/or Ad Credits.
- 2. Once a Final Stage Applicant has provided valid payee details, completed the verification process by the relevant bank and signed and returned the Release to Facebook, the Grant will be transferred to the Final Stage Applicant's bank account, and Facebook will arrange for the application of the Ad Credits to the Facebook ad account provided by the Final Stage Applicant. Final Stage Applicants who have opted for Ad Credits but who do not have ad accounts, will be asked to create ad accounts in order to receive the Ad Credits. If Applicant fails to successfully apply for Ad Credits within the stated deadlines set by Facebook, Applicant will not be eligible to receive Ad Credits.

3. If any emails or other communications to Applicant (if they are a Final Stage Applicant) are returned as undeliverable, Facebook reserves the right to award the Grant and/or Ad Credits to another applicant without any liability to Applicant. If Applicant fails to provide the requested details to claim their Grant and/or Ad Credits by the date specified in the notification of being a Final Stage Applicant, Facebook reserves the right to award the Grant and/or Ad Credits to another applicant without any liability to Applicant.
4. To the fullest extent permissible under applicable law, Applicant is responsible for paying all associated costs that are not specifically stated in these Terms and Conditions, including (where applicable) bank charges, national and/or local tax liabilities incurred in claiming or using the Grant and/or Ad Credits, as well as any interest, penalties and addition to tax. Facebook reserves the right to deduct and withhold any sums granted under the Grant Programme where required by applicable law. Applicant will on demand indemnify Facebook against any such amounts, including any interest and penalty which may be incurred by reason of the failure to make such payments, deductions or withholdings.
5. Where relevant, Applicant acknowledges that the total of the Grant provided to Applicant, if it is a Final Stage Applicant, may be impacted by foreign exchange fluctuations and Applicant agrees that Facebook is not responsible or liable to Applicant for any shortfall in the Grant amount resulting from such foreign exchange fluctuations.
6. The Grant and Ad Credits are as stated and are non-exchangeable and non-transferable. There is no cash or other alternative to the Ad Credits in whole or in part. By participating in the Grant Programme, Applicant agrees that the Grant and Ad Credits are awarded on an "as is" basis, and that neither Facebook nor any of its subsidiaries or affiliated companies, make any representations or warranties of any nature with respect to the Grant and Ad Credits.
7. In the event that, for reasons beyond Facebook's reasonable control, Facebook is unable to award the Grant and/or the Ad Credits as described in these Terms and Conditions, Facebook reserves the right to offer an award of a similar nature and an equivalent value.
8. Facebook reserves the right to deny distribution of any Grant and/or Ad Credits where required by applicable law.
9. Applicant acknowledges that receiving a Grant and/or Ad Credits does not confer upon it or its business, products and/or services any special recognition, endorsement or affiliation with/by any Facebook entity.

G. Use of the Grant and/or Ad Credits

1. Applicant will not use the Grant and/or Ad Credits provided under the Grant Programme for, or in connection with (including by running ads), the following purposes or business activities (including relating to their production, development, promotion, sale or distribution): (i) to directly or indirectly, to influence legislation, to influence the outcome of any specific public election or to carry on any voter registration drive; (ii) to induce or encourage violations of law or public policy or to cause any improper private benefit to occur; (iii) to provide tuition, medical expenses, or other economic benefits to a donor, donor advisor or any member of a donor's or donor advisor's family; (iv) tobacco and related products, recreational drugs, unsafe supplements, or alcohol; (v) weapons, ammunition, or explosives; (vi) adult products or services; (vii) penny auctions or multilevel marketing models;

(viii) third-party infringement payday loans, paycheck advances, or bail bonds; (ix) discriminatory advertising; (x) religious advertising; (xi) social issues, elections or politics; (xii) state lotteries; (xiii) cosmetic procedures or weight loss; (xiv) real money gambling; (xv) any activity that would violate applicable laws, including any activity that would constitute bribery, an illegal kickback, an illegal campaign contribution, or any other violation of applicable anti-corruption laws or equate to political activity; (xvi) proselytizing; or (xvii) political lobbying or campaign activities (e.g. on behalf of an active candidate for elected office).

2. To the extent Applicant opts in to receive Ad Credits as part of the Grant Programme, Applicant acknowledges and agrees that the Ad Credits may be only used only for future purchases of advertising inventory from Facebook through Facebook's online self-service tool (subject to Facebook's standard applicable terms) for display on the Facebook platform (including Instagram) to advertise Applicant's products or services. Unless expressly authorised by Facebook, the Ad Credits cannot be used to fulfil (or set off) outstanding debts or fees. The Ad Credits must be used by 31 March 2021 or such other later date as notified by Facebook in writing. Receipt and use of any Ad Credits is subject to Facebook's internal eligibility standards and the terms and conditions currently located at <https://www.facebook.com/legal/couponterms> (the "**Ad Credit Terms**"). The Ad Credit Terms are considered part of the Supplemental Terms and Policies. Ad Credits cannot be used for ads that would be classified as ads about social issues, elections or politics under Supplemental Terms and Policies as described at <https://www.facebook.com/business/help/167836590566506?id=288762101909005>. Ad Credits are deducted as the first form of payment once they are activated within an applicant's account.
3. As a condition of receiving the Grant, Applicant agrees to maintain records of receipts and expenditure of the Grant and make such records available to Facebook for inspection promptly upon request.
4. Applicant shall at all times comply with all the applicable laws in receiving and using the Grant and/or the Ad Credits. Facebook does not make any warranty regarding the capacity of Applicant to receive or use the Grant and/or the Ad Credits, or the suitability/adequacy of such awards for any purpose.
5. If Applicant is:
 - a. *the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, or goes into liquidation either voluntary (otherwise than for solvent reconstruction or amalgamation) or compulsory, or a receiver or administrator is appointed over its assets, or it suffers any analogous act, dissolves, ceases or threatens to cease to carry on business or ceases to exist; or*
 - b. *is for any reason unable to use the Grant in accordance with these Terms and Conditions,*

then Applicant shall promptly inform Facebook and return to Facebook the balance of the Grant as per applicable laws.

H. Intellectual property rights

1. All intellectual property rights vesting in the Website and the Grant Programme shall remain the property of Facebook, and nothing in these Terms and Conditions shall be deemed or construed as an assignment by Facebook to Applicant or

Representative of any intellectual property rights owned by Facebook. Applicant and Representative agree that they will not remove, alter or obscure any copyright, trade mark, service mark, or other intellectual property rights in or accompanying the Website and the Grant Programme.

2. Applicant and Representative hereby grant to Facebook and its affiliates from time to time a royalty-free, non-exclusive, perpetual, worldwide, irrevocable and assignable licence and all necessary permissions and/or consents required (with full right to sub-licence) to use (including, but not limited to, use in Facebook's or its affiliates' marketing and promotional materials related to the Grant Programme), copy, reproduce, distribute, exploit, modify and alter any content submitted by Applicant/Representative in their application to the Grant Programme and any responses to any Grant Programme survey completed by Representative, including but not limited to, name, business name, trade marks, logos and brands, copyright and other intellectual property rights vesting in Applicant's application to the Grant Programme and Grant Programme survey responses ("**Application Content**"). Applicant and Representative acknowledge and agree that nothing contained in these Terms and Conditions obliges Facebook and its affiliates to make any use of the Application Content and hereby waive any right to inspect or approve any such use of the Application Content. Section 19(4) of the Indian Copyright Act, 1957 shall not apply to any such assignment or licensing of copyright(s) under these Terms and Conditions.
3. Applicant and Representative hereby represent and warrant that Applicant has all rights necessary to grant the rights provided for in condition 2, and that all Application Content, and any use of such Application Content by or on behalf of Facebook and its affiliates (including by any of their respective third party service providers), complies with all applicable laws, rules, and regulations and does not infringe or otherwise violate the intellectual property or other rights of any third party.
4. Furthermore, Applicant and Representative represent and warrant that Applicant has obtained all rights, licences, and permissions necessary, in writing, from any person who may have helped create and/or be featured in the Application Content and that the Application Content fully complies with these Terms and Conditions and the Application Content: (a) is Representative's original work and does not include the work of a third party, or if it does include such work that Applicant has obtained all rights, licences, and permissions necessary, in writing; (b) has not previously been submitted in any other Facebook (or its affiliates) grant application and has not won a Facebook (or its affiliates) award or grant of any kind; (c) does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person, living, or dead without permission (proof of which must be provided to Facebook upon request); (d) does not include trade marks, logos, or copyright protected material which belongs to third parties without permission (including, but not limited to, company names, music, photographs, motion picture or television programme clips or audio tracks, works of art, or images published on or in websites, television, movies, or other media); (e) is not subject to any third party agreements and Facebook (including any of its service providers) will not be required to pay or incur any sums to any person or entity as a result of its use (as set out in these Terms and Conditions) or the exploitation of the idea or video or rights therein; (f) does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of Facebook, its affiliates (including any of their respective third party service providers), or any other individuals and/or entities (the determination of which shall remain in the sole discretion of Facebook); (g) does not contain pornographic or sexual content,

hateful or discriminatory content of any kind (including racism, sexism, etc.); (h) does not contain content which promotes violence or harm to another living creature or any other offensive, obscene or inappropriate content (the determination of which shall remain in the sole discretion of Facebook); (i) does not include threats of any kind or anything that may intimidate, harass, or bully anyone, or invade the privacy of any person (the determination of which shall remain in the sole discretion of Facebook); (j) does not violate any applicable local state, provincial, national or international law or include any content that would encourage or provide instructions for a criminal offence; (k) does not feature, refer to, or mention any brands competing with Facebook or its affiliates; and (l) does not contain any known virus, trojan horse, worm, trapdoor or similar software that may in any way infect or affect any of Facebook's (or its third party service providers') hardware or software systems, including the Website. Facebook reserves the right to remove or temporarily suspend from the Grant Programme any Application Content submitted if they suspect any breach of these Terms and Conditions or if they receive any complaint from a third party relating to such Application Content.

I. Data protection

Representative consents to sharing any personal data provided in the application for participation in the Grant Programme with Facebook, Facebook Inc. Facebooks affiliates and their respective third party service providers, as further described in the [Grant Privacy Policy](#). Representative consents to the collection, use and disclosure (in India and overseas) of that personal data for the purposes of marketing, receiving programme related communications and administering the Grant Programme, including assessing the Applicant's eligibility to participate, verifying the information provided and other purposes as described in the [Grant India Privacy Policy](#)

J. Applicant indemnity

1. Applicant agrees to indemnify Facebook and its respective parents, subsidiaries, affiliates, third party service providers' officers, directors, employees, agents, representatives, partners and licensors (collectively the "**Indemnified Parties**") and keep the Indemnified Parties indemnified in full on demand and hold them harmless against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines attributable to any act, omission, default, delay, negligence or breach of statutory duty by or on the part of Applicant or Representative and suffered or incurred by the Indemnified Parties arising out of or in connection with:
 - a. *any claim made against any of the Indemnified Parties by a third party arising out of or in connection with Applicant's Application Content, including but not limited to, any claim that the Application Content infringes a third party's intellectual property rights or any other rights (including, but not limited to, rights of privacy);*
 - b. *Applicant's or Representative's failure to comply with any applicable laws, rules or regulations; and*
 - c. *Applicant's or Representative's actual or alleged breach of any provision of these Terms and Conditions.*

2. The obligations in this condition J shall survive the expiry of termination of these Terms and Conditions (howsoever arising).

K. Limitation of liability

1. Applicant and Representative agree that Indemnified Parties are not responsible for the actions, services, content or data of third parties and hereby releases Facebook from any claims and damages, known or unknown, arising out of or in any way connected with any claim that they or either of them have against any such third parties.
2. Nothing in these Terms and Conditions shall limit or exclude liability for:
 - a. *any party's liability for death or personal injury caused by its negligence;*
 - b. *any party's liability for fraud or fraudulent misrepresentation; or*
 - c. *any party's liability that cannot, as a matter of law, be limited or excluded.*
3. Subject to condition 2, the Indemnified Parties shall not be liable in respect of the following loss or damage, whether arising in tort (including negligence), contract or breach of statutory duty, even if foreseeable by Applicant or Representative:
 - a. *any loss of profits, business, contracts, anticipated savings, wasted expenditure or revenue, in each case regardless of whether any of these losses or damage are direct, indirect or consequential; or*
 - b. *any indirect or consequential loss or damage whatsoever.*
4. Subject to condition 2, the indemnified Parties' maximum aggregate liability arising out of or in connection with these Terms and Conditions and the Grant Programme, whether in contract, tort (including negligence) or otherwise, shall not exceed one hundred US dollars (\$100).
5. The obligations in this condition K shall survive the expiry of termination of these Terms and Conditions (howsoever arising).

L. Dispute Resolution

1. The Grant Programme and these Terms and Conditions and any dispute arising out of or in connection with them (whether for breach of contract, tortious conduct, or otherwise) will be governed by the laws of India, without giving effect to any conflicts of law or choice of law principles or rules that would cause the application of the laws of any other jurisdiction. Any legal actions, suits or proceedings related to the Grant Programme, the Website and these Terms and Conditions (whether for breach of contract, tortious conduct, or otherwise) will be brought exclusively in local courts in India, which are located in New Delhi, Gurugram, Bengaluru, Hyderabad or Mumbai, and Applicant and Representative accept and submit to the personal jurisdiction of those courts with respect to any legal actions, suits or proceedings arising out of or related to the Grant Programme and these Terms and Conditions
2. Except where prohibited by law, any and all disputes, claims, and causes of action between Applicant and/or Representative and Facebook arising out of or in

connection with the Grant Programme, the Website or these Terms and Conditions must be resolved individually, without resort to any form of class action.

M. Miscellaneous

1. Facebook reserves the right to modify, cancel, terminate or suspend the Grant Programme in whole or in part (including, without limitation, modifying the eligibility requirements and application criteria), at its sole discretion, without liability to any party including if it believes the Grant Programme is not capable of being conducted as specified within these Terms and Conditions or in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the reasonable control of Facebook that could corrupt or affect the administration, security, impartiality or normal course of the Grant Programme .
2. If Applicant or Representative applies or attempts to apply to the Grant Programme in a manner, which in Facebook's reasonable determination is contrary to these Terms and Conditions or by its nature is unjust to other applicants (including without limitation tampering with the operation of the Grant Programme, cheating, hacking, deception or any other unfair practices such as intending to annoy, abuse, threaten or harass any other applicants or Facebook and/or any of its agents or representatives), the Applicant may be rejected from the Grant Programme at Facebook's sole discretion. Furthermore, where such actions have significantly impaired the Grant Programme, Facebook may, at its sole discretion, add further stages to the Grant Programme as it deems necessary in order to resolve any problems arising as a result of such actions.
3. All Facebook's decisions and any third party service provider's decisions, in relation to the Grant Programme are final and Facebook will not enter into any correspondence with Applicant or Representative.
4. Facebook reserves the right to modify these Terms and Conditions, in whole or in part, at its sole discretion. Any updates will be posted on the Website and continued participation in the Grant Programme by Applicant will constitute acceptance by Applicant and Representative of such changes. Representative agrees to check the Website regularly to view the current version of these Terms and Conditions.
5. Except as expressly provided in these Terms and Conditions, the rights, powers and remedies conferred on any party by these Terms and Conditions are cumulative and are additional and without prejudice to any right, power or remedy which it may have under general law or otherwise.
6. Facebook shall not be in breach of these Terms and Conditions, or otherwise liable to any party, by reason of any delay in performance or non-performance of any of its obligations under these Terms and Conditions, to the extent that such delay or non-performance is due to any circumstances beyond its reasonable control (including but not limited to fire, flood, earthquake, elements of nature, acts of God, pandemic, acts of war, terrorism, riots, civil disorders, rebellions and revolutions, failures of power or other utilities).
7. These Terms and Conditions and the Supplemental Terms and Policies set out the entire agreement and understanding between Applicant, Representative and Facebook and supersedes all prior agreements, understandings or arrangements

(whether oral or written) in respect of the subject matter of these Terms and Conditions.

8. Applicant and Representative each acknowledge that they have entered into these Terms and Conditions in reliance only on the representations, warranties, promises and terms contained or expressly referred to in these Terms and Conditions and, save as expressly set out in these Terms and Conditions, Facebook shall not have any liability in respect of any other representation, warranty or promise made prior to the date of these Terms and Conditions unless it was made fraudulently.
9. Applicant and Representative may not assign, transfer, charge or otherwise encumber, or deal in any other manner with these Terms and Conditions or any right, benefit or interest under them, or sub-contract any of their obligations under them, without the prior written consent of Facebook. All of Facebook's rights and obligations under these Terms and Conditions are freely assignable by Facebook.
10. No express condition of these Terms and Conditions nor any term implied under them is enforceable by any person who is not a party to them.
11. To the extent that any provision of these Terms and Conditions is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of these Terms and Conditions, it shall not affect the enforceability of the remainder of these Terms and Conditions nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
12. No single or partial exercise, or failure or delay in exercising any right, power or remedy by Facebook shall constitute a waiver by Facebook of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms and Conditions or otherwise.
13. Representative and Applicant shall, at their cost, execute such documents and take such steps as Facebook may reasonably require to fulfil the provisions of and to give to Facebook the full benefit of these Terms and Conditions.
14. Nothing in these Terms and Conditions or in any document referred to in them or in any arrangement contemplated by them shall create a partnership, agency or joint venture between any of Applicant, Representative and Facebook and save as expressly provided in these Terms and Conditions, neither Applicant nor Representative shall enter into or have authority to enter into any engagement, or make any representation or warranty on behalf of, or pledge the credit of, or otherwise bind or oblige Facebook.
15. The provision of the Grant and/or Ad Credit by Facebook should not be construed as an investment in any form whatsoever. Facebook is not a broker, financial adviser, bank, financial institution, or a charity. As part of the Grant Programme, Facebook does not provide financial advice or receive financial returns in any form whatsoever, including but not limited to financial securities (debt or equity), interest, dividend or profit share.
16. Applicant's participation in the Grant Programme is not an acknowledgment or certification of its - status as a micro, small or medium enterprise, or its eligibility to do business in India, or compliance with applicable law. Applicant is solely responsible for such matters.

17. Distribution of the Grant and/or Ad Credits by Facebook to Applicant does not constitute payment of consideration for the purchase of either Facebook's or Applicant's goods and/or services. The Grant Programme is not intended at creating any consumer-seller relationship between Applicant and Facebook. Applicant acknowledges that it is not a "consumer" within the meaning of applicable laws.
18. If at any time during the Grant Programme , Facebook determines that Applicant is unable to fulfill or comply with these Terms and Conditions, or any requirement under applicable law, or Applicant is removed and/or suspended from the Grant Programme by Facebook, for any reason, Facebook may require Applicant to promptly refund the Grant and/or Ad Credits to Facebook within such period as indicated by Facebook. Facebook shall not be liable to Applicant or any third party for any refund of the Grant and/or Ad Credits by Applicant.
19. Facebook reserves all rights not expressly granted under these Terms and Conditions.

N. Questions, Complaints, Claims

2. If Applicant or Representative has any questions, complaints or claims with respect to the Website, the Grant Programme, or these Terms and Conditions, please contact fbgrants.helpdesk.in@goodera.com.