

# TERMS AND CONDITIONS

## **Thank you for visiting the website of Insight Political Strategists and Workforce (IPSW)**

The terms and conditions set herein forth shall regulate your association or alliance or participation as a volunteer for the initiative “My Constituency My Pride” Campaign i.e. an initiative by M/s. Insight Political Strategists and Workforce Private Limited [hereinafter referred to as “IPSW”], which a Company incorporated under the Indian Companies Act, 2013, as well as it governs the terms and conditions for the websites [www.ipsworkforce.com](http://www.ipsworkforce.com) and [www.myconstituencymypride.in](http://www.myconstituencymypride.in)

By accessing this platform [hereinafter referred to as “the Platform”] developed, operated and maintained by IPSW agree to be legally bound by said terms and conditions and other incidental or related aspects of use.

### 1. Right to change, modify or Delete the Terms and Conditions:

IPSW reserves the right to change, modify, add or delete portions of the Terms and Conditions at any time, without prior notice. Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

### 2. Ownership of Intellectual Property of this site and materials:

IPSW uses names, marks, brands, design marks, slogans, logos, designs, trade dress and trade names on the Site or with the Service. IPSW owns all Trademarks, the Content, and other information displayed and posted on, contained in, and/or provided in connection with, the Site and/or the Services (collectively, Our Materials).

Further, the content, structure and design of this website is protected by copyright, trademarks, database and other intellectual property rights. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print copies of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify copy or distribute or use for commercial purposes any of the materials or content on the Websites without written permission.

The content in form of data and information submitted by you from IPSW or any of its employees (whether in written or verbal form), is the intellectual property of

IPSW and you shall not disclose or divulge such information to any third party except with the prior written authorization of IPSW.

You hereby undertake that you will own or procure (at your own cost) the intellectual property rights to all the content created or provided by you during the course of your engagement with IPSW. Further, you shall provide a royalty-free worldwide license to IPSW to use the content generated by you in a manner it deems fit, at its sole discretion.

3. Usage:

Your use of this website constitutes your assent to this Agreement. This Agreement is between you (“you”) and IPSW, concerning your use of this website which shall be governed by this terms and conditions and the laws Applicable or in force in India.

4. Certain restrictions to which you agree before using this website:

- (a) You shall not disguise the origin of information transmitted through the Website.
- (b) You will not place or submit false or misleading information on the Website.
- (c) You will not use or access any service, information, application or software available via the Website in a manner not expressly permitted by IPSW.
- (d) You will not input or upload to the Website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the Website or Information or that infringes the Intellectual Property (defined below) rights of another.
- (e) You shall not at any time, in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize IPSW or any of its volunteers.
- (f) You may not use or access this Website in any way that, it adversely affects the performance or function of the Company, Services or the Website or interferes with the ability of authorized parties to access the IPSW Systems, Services or the Website.
- (g) You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of IPSW.

## 5. Registration:

By clicking on the submit button of “My Constituency My Pride” it shall be deemed that you agree and adhere to the terms and conditions set herein forth and corporate to comply to the same. If you choose to become a volunteer of the ‘My Constituency My Pride’ campaign (MCMP), which is an initiative of the IPSW you may be required to provide your name, address, educational qualifications, mobile number, e-mail address, constituency details. Wherein if at any time you chose to accept to become a volunteer of ‘My Constituency My Pride’ campaign and also a registered member of the websites of IPSW. This information is collected on the registration form for several reasons including but not limited to:

- a) Personal identification;
- b) Contact details;
- c) Constituency details;
- d) Details about previous political campaign experience;
- e) To customize the content of our site to strive to meet your specific needs or ;
- f) To make product or other improvements to our site. In addition, we need your e - mail address, contact details and other details to confirm your new member/volunteer registration. As a volunteer of the ‘My Constituency My Pride’ Campaign you will receive instructions about further campaign initiatives, canvassing instructions, political ideas, promotional details/activities, candidate’s details in your constituency. Insight Political Strategists and Workforce (IPSW) has taken this initiate in order to give more opportunities to the young and the talented in the field of political campaigning, election canvassing and politics in India. Our main aim is to bring Political recognition to our volunteers being part of their constituency’s election and political campaigns. The ‘My constituency My Pride’ campaign aims at building a political workforce in each of the respected Lok Sabha/Assembly constituency in order to support a particular candidate/political party that brings out the particular constituency’s voice and needs. However, you may choose at any time to no longer receive these types of e – mails, messages, and instructions and de-volunteer from the ‘My

Constituency My Pride' campaign as and when you wish. Please see our Opt - Out Policy described below for details.

- g) You can send your option to de-volunteer from the 'My Constituency My Pride' campaign by sending us your Full-name, mobile-number, constituency details to [support@myconstituencymypride.in](mailto:support@myconstituencymypride.in) or [info@myconstituencymypride.com](mailto:info@myconstituencymypride.com)

You further agree to grant IPSW the absolute right and authority to use the aforesaid information submitted by you during your course of volunteer period for the purposes of any activity in relation to promotion, campaigning, communication, event participation etc. IPSW warrants that the said information will not be shared with any third party and without your consent/permission.

6. Engagement as a volunteer ought not to establish any employer employee relationship:

Nothing in Site Terms shall be construed as to create the relationship of employer-employee, partners, collaborators, joint-venture or principal-agent between the user and IPSW hereto. The parties shall be volunteers and IPSW shall be deemed to be independent parties and neither party shall bind the other by its acts, deeds or omissions.

Further, at no point of time there shall exist an obligation on IPSW to absorb any of its volunteer as an employee or offer an internship.

7. Warranty Disclaimer:

IPSW follows generally accepted industry standards and maintains reasonable safeguards to attempt to ensure the security, integrity and privacy of the information in the Service Possession. Notwithstanding anything contained herein, IPSW provides the services in good faith on "AS-IS", and "As available basis". All warranties including without limitation, the implied warranties of merchantability, fitness of a particular purpose, workmanlike effort, title and non-infringement are disclaimed and excluded. Further no representation, warranties or guarantees whatsoever are made by the Company as to accuracy, adequacy, situation, that the services will be uninterrupted, timely, secure or error free, provision of solutions, timelines on response and/or action otherwise to any issues, complaints raised by you in the service.

IPSW shall not be liable for any direct, indirect, consequential or special loss, damage, liability, costs, expenses incurred or suffered by any volunteer or user or any person or entity due to use or in relation to this service, regardless of the cause or form of action and regardless of whether or not any of those could have been foreseen.

## 8. Limited Liability and Indemnification:

You are entirely responsible for maintaining the confidentiality of all Passwords and all accounts that you establish in conjunction with your use of our Sites. You are solely responsible for all activities that occur under, or relating to, your Passwords and Your Accounts, and for your use of any of our Site and any part of the Service.

You hereby agree to indemnify, defend, and hold us, and our affiliates, our officers, directors, owners, agents, information providers, affiliates, licensors, and licensees (collectively, the 'Indemnified Parties'), harmless from and against any and all liabilities and costs (including reasonable attorney's fees) incurred by the Indemnified Parties in connection with any claim arising out of, or relating to:

- Any breach by you of these Terms of Use;
- Any unauthorized use by you of any Information, Content, Materials, our Site, or any part of the Service;
- Your use of our Site and/or any part of the Service; and
- All activities relating to, or conducted under, your Passwords and/or Your Accounts.

You shall use your best efforts to cooperate with us in the defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any claim against you or use that is subject to indemnification by you.

You agree that in the event of any unauthorized use of our Site, any Information, Content, Materials, and/or any part of the Service, we shall be entitled to obtain an injunction proscribing such unauthorized use, without the necessity to post bond, and in addition to any other remedies available at law or in equity.

## 9. Termination:

These Terms of Use, as may be modified from time to time by us without notice, are effective until we provide notice of termination thereof on our Site. You agree to be bound by the Terms of Use as displayed on each of our Sites at the time you use such Sites and/or any part of the Service provided in connection therewith. You may not terminate any provision of these Terms of Use. Your sole and exclusive remedy is to discontinue your access and use of all our Sites and the Service, and to destroy all Materials and other items obtained from any and all our Site, whether pursuant to the License, or otherwise, together with all related documentation and all copies and installations thereof, except for purchased products. We may terminate your access to any and all our Sites, and/or any part of the Service, at any time in our sole discretion, and we reserve the right at any

time to discontinue the operation of any of our Sites, and/or the provision of any part of the Service. We may immediately terminate your right to access and/or use any of our Site and/or the Service, without notice, if, in our sole discretion, you fail to comply with any provision of these Terms of Use.

10. Governing law:

The above terms and conditions shall be governed by the laws of India and any dispute arising from the same shall be subject to exclusive jurisdiction of the courts of Tamilnadu.

11. Arbitration:

Any controversy or claim arising out of or relating to this Agreement or IPSW shall be settled by binding Arbitration in accordance with laws of India. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Any other dispute or disagreement of a legal nature will also be decided in accordance with the laws of India, and the Courts of Tamilnadu shall have jurisdiction in all such cases.

In addition to the above terms and conditions the users or volunteers agree to the privacy policy.

Thank you!