

## **WHITE MONEY CLUB USER AGREEMENT**

This User Agreement is effective upon acceptance for those users & members as defined and given in white money club terms, [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) and in its websites, who accept it through registration of an WHITE MONEY CLUB account, membership and from 27th day (Tuesday) of December 2016 for new, existing users & members, persons, if any :-

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of Website [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com).

### **INTRODUCTION:**

This User Agreement, the User Privacy Notice, the Mobile Device Terms and all policies posted on our sites set out the terms on which WHITE MONEY CLUB offers you & members access to and use of our sites, services, applications and tools (collectively "Services"). You & Members can find an overview of our policies. All policies, the Mobile Devices Terms, and the User Privacy Notice are incorporated into this User Agreement. You & Members all are agree to comply with all the above & under mentioned terms when accessing or using our Services by admitting, accepting, complying "white money club terms, membership terms" defined and given in the website [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com).

Your & Members use of a WHITE MONEY CLUB website {i.e. [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) (hereinafter referred to as "the Website") and its related sites, services and tools} is governed by the following terms and conditions as applicable to the Website and the general principles for other WHITE MONEY CLUB websites of our subsidiaries and international affiliates if any comes in future. If you & Members transact on any WHITE MONEY CLUB website other than the Website, you & Members shall be subject to the policies that are applicable to the WHITE MONEY CLUB sites for such transaction, services. This User or Members Users Agreement for the Website shall come into effect on 27.12.2016 at 12:00 hours India Standard Time on 27th December, 2016 ("User Agreement"). If you & Members reside in India, you & Members as designed & defined in the website are contracting with White Money Club, Jabalpur, M.P., India, an association of person(AOP), with registered/Head office at 757,Satna Building GolBazar Jabalpur, MP, India Pin-482002 & Branch Office at Shop No. 20, Ground Floor, Dixit Pride, Near Taiyab Ali Petrol Pump, Jabalpur (M.P.), India. If you & Members reside inside of the United States, you & Members are contracting with WHITE MONEY CLUB India, If you reside in countries within the European Union, your contract is with WHITE MONEY India; in all

other countries, your contract is with WHITE MONEY CLUB India. These terms and conditions constitute your & Members binding obligations towards these respective contracting entities (hereinafter individually and collectively referred to as White Money Club).

For the purpose of the User Agreement, Registered User & Members and Guest User if any and wherever the context so require 'You' & 'Members' shall mean any natural or legal person who has agreed to become a member of the Website by providing Registration Data (as defined hereinafter) while registering on the Website as Registered User, Members and Guest User using the computer systems of the Website and accepted this electronic version/electronic record of the User Agreement and has allocated himself a unique identification user name ("User ID" and "Password") to become Registered User, Members or have been identified as Guest User and white money club members by providing their cell number and email id.

As a new Registered User/ Guest User, white money club members, this User Agreement shall be effective and binding upon your 'acceptance'. 'Acceptance' shall mean your affirmative action in clicking on 'check box' and on the 'continue button' as provided on the registration page or clicking on 'Pay Now' button while transacting as Guest User, as white money club member of any nature or category or such other actions that implies your/members acceptance. If you & Members do not agree or are not willing to be bound by the terms and conditions of this User Agreement and WHITE MONEY CLUB Terms, Rules and Policies, please do not click on the "check box" and on the "continue" button or "Pay Now" button and do not seek to obtain access to or otherwise use the Website and do not accept, admit and pay the cost of maintenance & expenses of WHITE MONEY CLUB as designed and given in the [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com)

**Amendments:** WHITE MONEY CLUB may amend this User Agreement and/or WHITE MONEY CLUB terms, conditions, Rules and Policies at any time by posting a revised version on the Website. All updates and amendments shall be notified to You & Members via WHITE MONEY CLUB Website's Announcement Board (hereinafter referred to as an "WM Post") or in the website. The revised version will be effective at the time WHITE MONEY CLUB posts it on the Website/AB Post and otherwise also. In addition, if the revised version of this User Agreement includes a Substantial Change, WHITE MONEY CLUB will provide you & Members with 30 days' prior notice of such Substantial Change/s by an WM Post or as per the Notification Preferences provided by You to White Money Club. You are advised to regularly check for any amendments or updates to the terms and conditions contained in this User Agreement and in WHITE MONEY CLUB Terms, Rules and Policies. For the purpose of this User Agreement, the term "Substantial Change" means a change to the terms of this User Agreement that reduces your rights or increases your responsibilities.

By impliedly or expressly accepting this User Agreement, You & Members called as Gold Member, Diamond Member & Platinum Member also accept and agree to be bound by WHITE MONEY CLUB Rules and Policies as provided from time to time in the following hyperlinks, therefore the privacy policy which is also part of user agreement, terms of use, conditions, agreement etc. are given herein under:-

**Last updated on 17 August 2017 THIS PRIVACY POLICY IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER THE**

PRADHAN MANTRI GARIB KALYAN YOJNA 2016 AND THE RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS PRIVACY POLICY DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE. THIS PRIVACY POLICY IS A LEGALLY BINDING DOCUMENT BETWEEN YOU, MEMBERS OF WHITE MONEY CLUB, USERS AND WHITE MONEY CLUB (BOTH TERMS DEFINED BELOW). THE TERMS OF THIS PRIVACY POLICY WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM, BY CLICKING ON THE "I ACCEPT" TAB OR BY USE OF THE WEBSITE OR BY OTHER MEANS) AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU, MEMBERS AND WHITE MONEY CLUB FOR YOUR USE OF THE WEBSITE (DEFINED BELOW).

THIS DOCUMENT IS PUBLISHED AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF THE INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OF INFORMATION) RULES, 2011 UNDER INFORMATION TECHNOLOGY ACT, 2000; THAT REQUIRE PUBLISHING OF THE PRIVACY POLICY FOR COLLECTION, USE, STORAGE AND TRANSFER OF SENSITIVE PERSONAL DATA OR INFORMATION. PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY USING THE WEBSITE, YOU INDICATE THAT YOU UNDERSTAND, AGREE AND CONSENT TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THIS WEBSITE. YOU HEREBY PROVIDE YOUR UNCONDITIONAL CONSENT OR AGREEMENTS TO WHITE MONEY CLUB AS PROVIDED UNDER SECTION 43A AND SECTION 72A OF INFORMATION TECHNOLOGY ACT, 2000.

By providing us your Information or by making use of the facilities provided by the Website, You hereby consent to the collection, storage, processing and transfer of any or all of Your Personal Information and Non-Personal Information by WHITE MONEY CLUB or [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) specified under this Privacy Policy. You further agree that such collection, use, storage and transfer of Your Information shall not cause any loss or wrongful gain to you or any other person.

WHITE MONEY CLUB or [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com), is/are concerned about the privacy of the data and information of users (including sellers and buyers/customers, members whether registered or non-registered) accessing, offering, buying, selling or purchasing products or free services on WHITEMONEY CLUB websites i.e. [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com), mobile sites or mobile applications ("Website") on the Website and otherwise doing buying, business, selling, advertising, taking services (whichever is applicable) with WHITE MONEY CLUB. "Associate Firm, Companies, Proprietorship" here shall have the same meaning as ascribed in the laws prevailing and applicable in India and Companies Act, 2013 and others etc.

The terms "We" / "Us" / "Our" individually and collectively refer to each entity being part of the definition of WHITE MONEY CLUB and the terms "You" / "Your" / "Yourself", Members refer to the users.

This Privacy Policy is a contract between You, Members and the respective [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) entity whose Website You use or access or You & Members otherwise deal with. This Privacy Policy shall be read together with the respective Terms Of Use or other terms and condition of the respective WHITE MONEY CLUB inanity and its respective Website or nature of giving advise & free services and also functioning for the welfare of people designed and defined in WHITE MONEY CLUB Concept or its Website.

**WHITE MONEY CLUB has provided this Privacy Policy to familiarize you & Members called White Money Club Members of any category.** The type of data or information that you share with or provide to WHITE MONEY CLUB and that WHITE MONEY CLUB collects from You & Members. The purpose for collection of such data or information from You & Members; WHITE MONEY CLUB information security practices and policies; and WHITE MONEY CLUB policy on sharing or transferring Your data or information with third parties. This Privacy Policy may be amended / updated from time to time. Upon amending / updating the Privacy Policy, we will accordingly amend the date above. We suggest that you regularly check this Privacy Policy to apprise yourself of any updates. Your continued use of Website or provision of data or information thereafter will imply your unconditional acceptance of such updates to this Privacy Policy. The word you and yours mean Members above said also in all the places of this policy or documents in all places in the Website.

➤ **INFORMATION COLLECTED AND STORAGE OF SUCH INFORMATION:**

The Information (which shall also include data) provided by You & Members to WHITE MONEY CLUB or collected from you by WHITE MONEY CLUB may consist of "Personal Information" and "Non-Personal Information".

➤ **PERSONAL INFORMATION**

Personal Information is Information collected that can be used to uniquely identify or contact you. Personal Information for the purposes of this Privacy Policy shall include, but not be limited to:

- Your address,
- Your address,
- Your telephone number,
- Your e-mail address or other contact information,
- Your date of birth,
- Your gender,
- Information regarding your transactions on the Website, (including buying, sales or purchase history),
- Your financial information such as bank account information or credit card or debit card or other payment instrument details,
- Your financial information such as bank account information or credit card or debit card or other payment instrument details,
- Internet Protocol address,

- Any other items of "sensitive personal data or information" as such term is defined under the Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data Of Information) Rules, 2011 enacted under the Information Technology Act, 2000;
- Identification code of your communication device which You use to access the Website or otherwise deal with any WHITE MONEY CLUB entity,
- Any other Information that you provide during your registration process, if any, on the Website.

➤ **SUCH PERSONAL INFORMATION MAY BE COLLECTED IN VARIOUS WAYS INCLUDING DURING THE COURSE OF YOU OR MEMBERS :**

- registering as a user on the Website,
- registering as a seller on the Website,
- Availing certain services offered on the Website. Such instances include but are not limited to making an offer for sale, online purchase, participating in any online survey or contest, communicating with WHITEMONEY CLUB's customer service by phone, email or otherwise or posting user reviews on the items available on the Website, or
- Otherwise doing business on the Website or otherwise dealing with any WHITE MONEY CLUB entity.

We may receive Personal information about you from third parties, such as social media services, commercially available sources and business partners. If you access Website through a social media service or connect a service on Website to a social media service, the information we collect may include your user name associated with that social media service, any information or content the social media service has the right to share with us, such as your profile picture, email address or friends list, and any information you have made public in connection with that social media service. When you access the Website or otherwise deal with any WHITE MONEY CLUB entity through social media services or when you connect any Website to social media services, you are authorizing WHITE MONEY CLUB to collect, store, and use and retain such information and content in accordance with this Privacy Policy.

➤ **NON-PERSONAL INFORMATION**

WHITE MONEY CLUB or [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) may also collect information other than Personal Information from You & Members through the Website when you visit and / or use the Website. Such information may be stored in server logs. This Non-Personal Information would not assist WHITE MONEY CLUB to identify You & Members of WHITE MONEY CLUB personally.

• **THIS NON-PERSONAL INFORMATION MAY INCLUDE:**

- Your geographic location,
- details of Your telecom service provider or internet service provider,
- The type of browser (Internet Explorer, Firefox, Opera, Google Chrome etc.),
- the operating system of Your system, device and the Website You last visited before visiting the Website,

- The duration of Your stay on the Website is also stored in the session along with the date and time of Your access,

Non-Personal Information is collected through various ways such through the use of cookies. WHITE MONEY CLUB may store temporary or permanent "cookies" on your computer. You can erase or choose to block these cookies from your computer. You can configure your computer's browser to alert you when we attempt to send you a cookie with an option to accept or refuse the cookie. If you have turned cookies off, you may be prevented from using certain features of the Website. Ads: WHITE MONEY CLUB may use third-party service providers to serve ads on WHITEMONEY CLUB's behalf across the internet and sometimes on the Website. They may collect Non- Personal Information about Your visits to the Website, and Your interaction with our products and services on the Website. Please do note that Personal Information and Non Personal Information may be treated differently as per this Privacy Policy means Members of WHITE MONEY CLUB as defined and given in WHITE MONEY CLUB terms & Concept and in the website [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) herein for the policy and for the purpose of other places in the website and in the documents in electronic forms in the website i.e. [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com)

➤ **YOU & MEMBERS HEREBY REPRESENT TO WHITE MONEY CLUB THAT**

- The Information you provide to WHITE MONEY CLUB from time to time is and shall be authentic, correct, current and updated and you have all the rights, permissions and consents as may be required to provide such Information to WHITEMONEY CLUB.
- You & Members providing the Information to WHITE MONEY CLUB and WHITEMONEY CLUB's consequent storage, collection, usage, transfer, access or processing of the same shall not be in violation of any third party agreement, laws, charter documents, judgments, orders and decrees.
- WHITE MONEY CLUB and each of WHITE MONEY CLUB entities officers, directors, contractors or agents shall not be responsible for the authenticity of the Information that You, Members or any other users provide to White Money Club You & Members shall indemnify and hold harmless WHITE MONEY CLUB and each of WHITE MONEY CLUB entities officers, directors, contracts or agents and any third party relying on the Information provided by You & Members in the event You & Members are in breach of this Privacy Policy including this provision and the immediately preceding provision above.

Yours & Members Information will primarily be stored in electronic form however certain data can also be stored in physical form. We may store, collect, process and use your data in countries other than Republic of India but under compliance with applicable laws. We may enter into agreements with third parties (in or outside of India) to store or process your information or data. These third parties may have their own security standards to safeguard your information or data and we will on commercial reasonable basis require from such third parties to adopt reasonable security standards to safeguard your information / data.

➤ **PURPOSE FOR COLLECTING, USING, STORING AND PROCESSING YOUR & MEMBERS INFORMATION**

- WHITE MONEY CLUB collects, uses, stores and processes Your & Members Information for any purpose as may be permissible under applicable laws (including where the applicable law provides for such collection, usage, storage or processes in accordance with the consent of the user) connected with a function or activity of each of WHITE MONEY CLUB entities and shall include the following:
- to facilitate Your use of the Website or other services of WHITE MONEY CLUB entities;
- to respond to Your & Members inquiries or fulfill Your requests for information about the various products and services offered on the Website;
- to provide You & Members with information about products and services available on the Website and to send You information, materials, and offers from WHITE MONEY CLUB or [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com).
- to send You & Members important information regarding the Website, changes in terms and conditions, user agreements, and policies and/or other administrative information;
- To send you surveys and marketing communications that WHITE MONEY CLUB believes may be of interest to You & Members.
- to personalize Your experience on the Website by presenting advertisements, products and offers tailored to Your & Members preferences;
- to help You & Members address Your & Members problems incurred on the Website including addressing any technical problems;
- if You buy or purchase any product or avail of any service from the Website, to complete and fulfill Your & Members purchase, for example, to have Your payments processed, communicate with You regarding Your purchase and provide You & Members with related customer service;
- for proper administering of the Website;
- to conduct internal reviews and data analysis for the Website (e.g., to determine the number of visitors to specific pages within the Website);
- to improve the services, content and advertising on the Website;
- To provide value added services such as Single Sign On. Single Sign On shall mean a session/user authentication process that permits a user to enter his/her name or mobile number or e-mail address or any combination thereof and password in order to access multiple websites and applications;
- To facilitate various programmes and initiatives launched by WHITE MONEY CLUB or third party service providers and business associates if any from time to time.
- to analyze how our services are used, to measure the effectiveness of advertisements, to facilitating payments, digital economy etc,
- to conducting academic research and surveys

- to protect the integrity of the Website;
- to respond to legal, judicial, quasi judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law;
- to conduct analytical studies on various aspects including user behavior, user preferences etc.;
- to permit third parties who may need to contact users who have bought products from the Website to facilitate installation, service and any other product related support;
- to implement information security practices; to determine any security breaches, computer contaminant or computer virus; to investigate, prevent, or take action regarding illegal activities and suspected fraud, to undertake forensics of the concerned computer resource as a part of investigation or internal audit;
- to trace computer resources or any person who may have contravened, or is suspected of having or being likely to contravene, any provision of law including Information Technology Act, 2000 that is likely to have an adverse impact on the services provided on any Website or by White Money Club;
- to enable a potential buyer or investor to evaluate the services, concept or aims and objects of WHITEMONEY CLUB(as further described in the subsequent paragraph of the Privacy Policy if any)

[Individually and collectively referred to as ("**Purposes**")]

You & Members hereby agree and acknowledge that the Information so collected is for lawful purpose connected with a function or activity of each of the WHITE MONEY CLUB entities or any person on their respective behalf, and the collection of Information is necessary for the Purposes.

➤ **SHARING AND DISCLOSURE OF YOUR & MEMBERS INFORMATION :**

- The Services are not available to You & Members hereby unconditionally agree and permit that WHITE MONEY CLUB may transfer, share, disclose or part with all or any of Your & Members Information, within and outside of the Republic of India to various WHITE MONEY CLUB entities and to third party service providers / partners / banks and financial institutions for one or more of the Purposes or as may be required by applicable law. In such case we will contractually oblige the receiving parties of the Information to ensure the same level of data protection that is adhered to by WHITE MONEY CLUB under applicable law.
- You & Members acknowledge and agree that, to the extent permissible under applicable laws, it is adequate that when WHITE MONEY CLUB transfers Your & Members Information to any other entity within or outside your country of residence, WHITE MONEY CLUB will place contractual obligations on the transferee which will oblige the transferee to adhere to the provisions of this Privacy Policy.



- WHITE MONEY CLUB may share statistical data and other details (other than Your Personal Information) without your express or implied consent to facilitates various programs or initiatives launched, introduced by WHITEMONEY CLUB, its affiliates, agents, third party service providers, partners or banks & financial institutions, from time to time. We may transfer/disclose/share Information (other than Your Personal Information) to those parties who support our business, services such as providing technical infrastructure services, analyzing how our services are used, measuring the effectiveness of advertisements, providing customer / buyer services, members services, facilitating payments, or conducting academic research and surveys. These affiliates and third party service providers shall adhere to confidentiality obligations consistent with this Privacy Policy. Notwithstanding the above, we use other third parties such as a credit/debit card processing company, payment gateway, pre-paid cards etc. to enable you to make payments for buying you're buying or products or availing services on WHITEMONEY CLUB. When You & Members sign up for these services, you may have the ability to save your card details for future reference and faster future payments. In such case, we may share your relevant Personal Information as necessary for the third parties to provide such services, including your name, residence and email address. The processing of payments or authorization is solely in accordance with these third parties policies, terms and conditions and we are not in any manner responsible or liable to you or any third party for any delay or failure at their end in processing the payments.
  - WHITE MONEY CLUB may also share Personal Information if WHITE MONEY CLUB believes it is necessary in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of various terms and conditions or our policies.
  - We reserve the right to disclose your & Members information when required to do so by law or regulation, or under any legal obligation or order under law or in response to a request from a law enforcement or governmental agency or judicial, quasi-judicial or any other statutory or constitutional authority or to establish or exercise our legal rights or defend against legal claims.
  - You & Members further agree that such disclosure; sharing and transfer of Your Personal Information and Non-Personal Information shall not cause any wrongful loss to You & Members or to any third party, or any wrongful gain to us or to any third party.
- **LINKS TO THIRD PARTY WEBSITES**
- Links to third-party advertisements, third-party websites or any third party electronic communication service may be provided on the Website which are operated by third parties and are not controlled by, or affiliated to, or associated with, WHITE MONEY CLUB unless expressly specified on the Website.

- WHITE MONEY CLUB & [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) is not responsible for any form of transmission, whatsoever, received by You & Members from any third party website. Accordingly, WHITE MONEY CLUB does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such third party websites, nor does WHITE MONEY CLUB control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages or other materials available on such third party websites. The inclusion or exclusion does not imply any endorsement by WHITE MONEY CLUB of the third party websites, the website's providers, or the information on the website. The information provided by You & Members to such third party websites shall be governed in accordance with the privacy policies of such third party websites and it is recommended that You & Members review the privacy policy of such third party websites prior to using such websites.

➤ **SECURITY & RETENTION**

- The security of your & Members Personal Information is important to us. WHITE MONEY CLUB strives to ensure the security of Your Personal Information and to protect Your Personal Information against unauthorized access or unauthorized alteration, disclosure or destruction. For this purpose, WHITE MONEY CLUB adopts internal reviews of the data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where WHITE MONEY CLUB stores Your & Members Personal Information. Each of the WHITE MONEY CLUB entity shall adopt reasonable security practices and procedures as mandated under applicable laws for the protection of Your Information. Provided that Your & Members right to claim damages shall be limited to the right to claim only statutory damages under Pradhan Mantri Garib Kalyan Yojna 2016 and You & Members hereby waive and release all WHITE MONEY CLUB entities from any claim of damages under contract or under tort.
- If You & Members choose a payment gateway to complete any transaction on Website then Your credit card data may be stored in compliance with industry standards/ recommended data security standard for security of financial information such as the Payment Card Industry Data Security Standard (PCI-DSS). WHITE MONEY CLUB may share your Information with third parties under a confidentiality agreement which inter alia provides for that such third parties not disclosing the Information further unless such disclosure is for the Purpose. However, WHITE MONEY CLUB is not responsible for any breach of security or for any actions of any third parties that receive Your Personal Information. WHITE MONEY CLUB is not liable for any loss or injury caused to you as a result of you providing Your Personal Information to third party (including any third party websites, even if links to such third party websites are provided on the Website).
- Notwithstanding anything contained in this Policy or elsewhere, WHITE MONEY CLUB & [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) shall not be held responsible for any loss, damage or misuse of Your & Members Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below).
- A "**Force Majeure Event**" shall mean any event that is beyond the reasonable control of WHITE MONEY CLUB and shall include, without limitation, sabotage, fire, flood,

explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer, computer system or computer network, computer crashes, breach of security and encryption (provided beyond reasonable control of WHITEMONEY CLUB), power or electricity failure or unavailability of adequate power or electricity.

- While We will endeavor to take all reasonable and appropriate steps to keep secure any Personal Information which We hold about You and prevent unauthorized access, You acknowledge that the internet or computer networks are not fully secure and that We cannot provide any absolute assurance regarding the security of Your Personal Information.
- You & Members are agree that all Personal Information shall be retained till such time required for the Purpose or required under applicable law, whichever is later. Non-Personal Information will be retained indefinitely..

➤ **USER DISCRETION AND OPT OUT**

- You & Members agree and acknowledge that You & Members are providing your Information out of your & Members free will. You & Members have an option not to provide or permit WHITE MONEY CLUB to collect Your Personal Information or later on withdraw Your & Members consent with respect to such Personal Information so provided herein by sending an email to the grievance officer or such other electronic address of the respective WHITE MONEY CLUB entity as may be notified to You & Members. In such case, You & Members should neither visit any Website nor use any services provided by WHITE MONEY CLUB entities nor shall contact any of WHITE MONEY CLUB entities. Further, WHITE MONEY CLUB or its employees, officers and others vendors, suppliers may not deliver products(means sevices,help) to You or Members, upon Your & Ex. Members request, order, or WHITE MONEY CLUB may deny you or such members access from using certain and all services offered on the Website. You & Members can add or update Your Personal Information on regular basis. Kindly note that WHITE MONEY CLUB would retain Your & Members previous Personal Information in its records.

➤ **GRIEVANCE OFFICER**

- If you & Members find any discrepancies or have any grievances in relation to the free services, use of website, buying order, status, collection, storage, use, disclosure and transfer of Your & Members Personal Information under this Privacy Policy or any terms of WHITE MONEY CLUB's and its business concept called WHITE MONEY CLUB Business Concept, Terms of Use, Term of Buy, Sale and other terms and conditions or polices of any WHITE MONEY CLUB and [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) its entity, please contact the following:
- **For White Money Club (AOP):** Mr. Madan Kishore Ojha, the designated grievance officer to be appointed on authorised in future under Information Technology Act, 2000 E-mail: [whitemoneyclub@gmail.com](mailto:whitemoneyclub@gmail.com).

- **For WHITE MONEY CLUB or [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com):**  
Mr. Madan Kishore Ojha, the designated grievance officer to be designated in future as per law & procedure in future under Information Technology Act, 2000. E-mail: [www.wmclub.in](mailto:www.wmclub.in) or [www.whitemoney-club.com](mailto:www.whitemoney-club.com)
- **For Pay or Payment Services, Cash on Delivery and others issues :** Mr Madan Kishore Ojha, to be appointed and nominated in future as the designated grievance officer to be designated in future as per law and procedure in future under Information Technology Act, 2000. E-mail: [whitemoneyclub@gmail.com](mailto:whitemoneyclub@gmail.com)

The details of the grievance officer may be changed by WHITE MONEY CLUB or [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) or by us from time to time by updating this Privacy Policy.

➤ **SERVICES, Business / Assets, Sale or TRANSFERS: (WHICH EVER IS APPLICABLE)**

- WHITE MONEY CLUB may sell, transfer or otherwise share some or all of its assets, including Your & Members Information in connection with a merger, acquisition, reorganization or sale of assets or business or in the event of bankruptcy. Should such a sale or transfer occur, such WHITE MONEY CLUB entity will reasonably ensure that the Information you & Members have provided and which we have collected are stored and used by the transferee in a manner that is consistent with this Privacy Policy. Any third party to which any of WHITE MONEY CLUB entity transfers or sells as aforesaid will have the right to continue to use the Information that you & Members provide to us or collected by us immediately prior to such transfer or sale.
- You & Members are also under an obligation to use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged through the Website & as defined in WHITE MONEY CLUB business concept and as designed and introduced in [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com).

➤ **FURTHER ACKNOWLEDGEMENTS :**

- It is clear and easily accessible and provide statements of WHITE MONEY CLUB policies and practices with respective to the Information;
- The trademarks, logos and service marks displayed on the Website ("**Marks**") are the property of WHITE MONEY CLUB or their vendors or respective third parties. You are not permitted to use the Marks without the prior consent of WHITE MONEY CLUB & [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com), the vendors or the third party that may own the Marks.
- provides for the various types of personal or sensitive personal data of information to be collected; provides for the purposes of collection and usage of the Information;
- Provides for disclosure of Information; and provides for reasonable security practices and procedures.

➤ **100% SECURE PAYMENTS :**

All major credit & debit cards accepted

### **Trust Pay**

However, Easy Return Policy for products is applicable by vendors, suppliers and manufacturers etc. of the products selected by the members for their buying at their risk and choice. Thereby the refund policy will be applicable accordingly. (If applicable or whichever is applicable)

Install WHITE MONEY CLUB App coming in future. The app is quick, user-friendly, and enables members for services. What's more, get timely notifications on your phones, laptops, e-mail or tablets so that you don't miss amazing services. Download the app. coming.

*TM & © 2016, WHITE MONEY CLUB apply in all respect to You & Members of all categories as designed and given in [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com).*

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### **ELIGIBILITY TO USE**

- The Services are not available to minors under the age of eighteen (18) or to any Users, Members suspended or removed from the WHITE MONEY CLUB system by WHITE MONEY CLUB for any reason whatsoever. If You & Members are disqualified as per the preceding sentence, you or Members shall not be permitted to avail of the Services or use the Website. You & Members represent that You & Members are of legal age to form a binding contract and are not a person barred from receiving the Services under the laws as applicable in India. Notwithstanding the foregoing, if You & Members are below the age of eighteen (18) years, please read through these Terms of Use with your parent or legal guardian, and in such a case these Terms of Use shall be deemed to be a contract between WHITE MONEY CLUB and Your & Members legal guardian or parent and to the extent permissible under applicable laws, enforceable against You & Members. WHITE MONEY CLUB reserves the right to refuse access to use the Services offered at the Website to new Users or to terminate access granted to existing Users at any time without according any reasons for doing so. You & Members shall not have more than one active Account (defined hereunder) for respective or identical membership category on the Website. Additionally, You & Members are prohibited from selling, trading, or otherwise transferring Your Account or Members Account to another person, firm, company, trust or society and others etc. The services & membership are not available to any person, firm, company who is disqualified & prohibited under the provisions of any law and rules applicable in India and under the provisions of pradhan mantri garib kalyan yojana 2016 and otherwise also.

**USER ACCOUNT, PASSWORD, AND SECURITY :**

You or Members may access and use the Website and the Services either as a registered user or as a member user. However, not all sections of the Website and Services will be accessible to guest users.

Registered users: WHITE MONEY CLUB makes certain sections of the Services available to You & Members through the Website only if You & Members have provided WHITE MONEY CLUB certain required User information and created an account and a WHITE MONEY CLUB ID through certain log-in ID and password ("Account") after accepting, buying and paying WHITE MONEY CLUB Business Concept as designed and offered in [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com). You & Members can create Your Account on the Website through logging in by Your third party website user ID and password including that of [www.facebook.com](http://www.facebook.com), websites owned by Yahoo Inc. or its subsidiaries, Google Inc. or its subsidiaries, twitter or any other social media website or any other Internet service as permitted on the Website (WHITE MONEY CLUB ID and/or other third party login identification as provided above are individually and collectively referred to the "Account Information").

In the event You & Members register as a User, as Member by creating an Account in order to avail of the Services provided by the Website, You & Members will be responsible for maintaining the confidentiality and security of the Account Information, and are fully responsible for all activities that occur under Your & Members Account. You & Members agree to (a) immediately notify WHITE MONEY CLUB of any unauthorized use of Your Account Information or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. WHITE MONEY CLUB cannot and will not be liable for any loss or damage arising from Your & Members failure to comply with this section. You & Members may be held liable for losses incurred by WHITE MONEY CLUB or any other user of or visitor to the Website due to authorized or unauthorized use of Your & Members Account as a result of Your & Members failure in keeping Your & Members Account Information secure and confidential.

You & Members shall ensure that the Account Information provided by You or Members in the Website's registration form is complete, accurate and up-to-date. Use of another user's Account Information for availing the Services is expressly prohibited.

If You & Members provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or WHITE MONEY CLUB has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, WHITE MONEY CLUB has the right to suspend or terminate Your Account & Members Account and refuse any and all current or future use of the Website / Services (or any portion thereof). Guest users: The Website also allows limited access to the Services for unregistered Users (also called as 'guest users'). Such users will be able to browse the Website and use the Services for the purpose of purchasing goods, and placing orders. However, you will not be provided with access to certain benefits reserved only for the purpose of registered users & Members. These benefits may change from time to time.

Depending upon whether You & Members are a businessman, officer, person, seller or a buyer( whichever is applicable) or another user who otherwise wish to use the Website, and the nature of Services You & Members wish to avail from the Website, You & Members

may be required to provide certain personal information and WHITE MONEY CLUB may collect certain personal information. Your & Members provision of, and White Money Club collection, storage, use, disclosure and otherwise dealing of such personal information shall be governed by White Money Club privacy policy, terms, which is available at <http://www.whitemoney-club.com/page/terms>, ("Privacy Policy").

### **PAYMENTS RELATED INFORMATION:**

Presently, WHITE MONEY CLUB does not levy any fee for browsing the Website or using its services by members on the Website except cost of expenses & maintenance as per terms given in the website. WHITE MONEY CLUB may charge Users certain fees for the use of the Website and Services as a whole, or certain features of the Website / Services. You agree to pay any such fees, amount, and charges as may be applicable to the Services that you use. WHITE MONEY CLUB will try to ensure that You & Members are made aware of the applicability of any fees for a particular use of the Website / Services, as well as the amount of fees, amount and charges payable by You & Members for any such use of the Website / Service. You & Members agree that WHITE MONEY CLUB may, at any time, charge, modify or waive fees required to use the Website. Your & Members continued use of the Website / Services after such change in the fees will be considered to be Your & Members acceptance of such changes, and the applicability of these Terms of Use to such changes. However, it is clarified that the memberships of White Money Club are being given free at present without any fee for membership as per terms and conditions of White Money Club as stated in the website under membership terms and conditions, therefore for services no fee and charges are being levied by WHITE MONEY CLUB for use of its websites as intermediate portal by members who join free at the discretion of WHITE MONEY CLUB willingly and contently as per terms. You & Members agree to provide correct and accurate financial information, such as credit/debit card details to the approved payment gateway or pre-paid payment instrument account details for availing Services on the Website. You & Members shall not use the credit/debit card or pre-paid payment instrument which is not lawfully owned by You & Members, i.e. in any transaction, You & Members must use your own credit/debit card or pre-paid instrument account. The information provided by You & Members will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order or in accordance with the terms of the Privacy Policy. You & Members will be solely responsible for the security and confidentiality of Your & Members credit/debit card details or pre-paid instrument account. WHITE MONEY CLUB expressly disclaims all liabilities that may arise as a consequence of any unauthorized use of Your & Members credit/ debit card or pre-paid instrument account. WHITE MONEY CLUB may have existing arrangements with its banks; regarding limits on the amounts you or Members can pay (if You are a member buyer) or receive (if You are a Members seller) in the course of a single transaction. WHITE MONEY CLUB will work towards ensuring that You & Members are made aware of such limits if they may be applicable to You & Members. However, WHITE MONEY CLUB shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any transaction, on account of You, Members/cardholder having exceeded the preset limit mutually agreed by WHITE MONEY CLUB with its bank from time to time. For Your or Members making payments for buying and ordering the Products on the Website, in addition to the Agreement(s), the terms and conditions of Your & Members bank, applicable financial institution and/or card issuing association may also be applicable to You & Members. Your & Members bank, financial institution or card issuing association may decline or prevent You from making electronic payments for buying the Products on Website

and WHITE MONEY CLUB does not control the same and shall be liable for the same. Payment Facility for Your & Members request: WHITE MONEY CLUB may from time to time contract with third party payment service providers including banks to open nodal bank account under applicable Indian laws, to facilitate the payment between Users/Members i.e. buyers and sellers and for collection of White Money Club expenses and other charges as per terms. These third party payment service providers may include third party banking or credit card payment gateways, payment aggregators, pre-paid instruments, cash on delivery or demand draft / pay order on delivery service providers, mobile payment service providers or through any facility as may be authorized by the Reserve Bank of India for collection, refund and remittance, as the case may be of payment or supporting the same in any manner. WHITE MONEY CLUB shall initiate the remittance of the payments made by Your & Members for Your & Members purchase orders on the Website after the Products are delivered to You and the date of completion of transaction shall be after the Products are delivered to You & Members and such other additional time as may be agreed between WHITE MONEY CLUB and sellers.

## **USER OR MEMBERS USERS OBLIGATIONS AND ROLE OF WHITE MONEY**

### **CLUB:**

Subject to compliance with the Agreement(s), WHITE MONEY CLUB grants you or Members a non-exclusive, non-sub-licensable, non-transferable, revocable, and limited right to access and use this Website and the Services provided therein. You & Members agree to use the Services, Website and the Content (as defined herein) provided therein only for purposes that are permitted by: (a) the Agreement(s) (including these Terms of Use); and (b) any applicable law. You & Members agree to adhere to all limitations on dissemination, use and reproduction of any materials (such as the Product catalogues) that your access on the Website in accordance with clauses given herein under and hereinabove in relevant portion or paragraphs. You & Members agree not to access (or attempt to access) the Website or Services by any means other than through the interfaces that are provided by White Money Club. You & Members shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Content (as defined below), or in any way reproduce or circumvent the navigational structure or presentation of the Website, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website. If you & Members believe that any Content or User Content (as defined herein) or other content available on the Website does not comply with the terms of the Agreement(s) or applicable law, You & Members may report such content in the manner prescribed under relevant clause given herein. The Website may allow you & Members to post certain content, data or information of Your or Members own such as allowing You & Members to rate Products, seller, post your comments, and reviews in relation to Products on specific pages of the Website, as well as submit any suggestions, comments, questions or other information to WHITE MONEY CLUB using the Website / Services (collectively referred to "User Content"). You & Members, being the originator of the User Content, are responsible for the User Content that You & Members upload, post, publish, transmit or otherwise make available on the Website. You & Members represent that you & Members have obtained all relevant consents and approvals in order to post any User Content. You & Members further represent that all such User Content will be in accordance with applicable law. You & Members acknowledge that WHITE MONEY CLUB does not endorse any User Content on the Website and is not responsible or liable for any User Content. WHITE MONEY CLUB reserves the right to disable access to the User Content on



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When you & Members use the Website and/or the Services You/Members specifically undertake not to host, display, upload, modify, publish, transmit, update or share any information or Content that:

- belongs to another person and to which the User does not have any right to.
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnical objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- harms minors in any way;
- impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting of any other nation;
- infringes any patent, trademark, copyright or other proprietary rights;
- contain software viruses or any other computer code, files or programs designed to interrupt destroy or limit the functionality of any computer resource;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);

- attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any WHITE MONEY CLUB server, or to any of the Services offered on or through the Website, by hacking, password mining or any other illegitimate means;
- probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website, or any other customer of White Money Club, including any WHITE MONEY CLUB Account not owned by You, to its source, or exploit the Website or Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website;
- disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;
- use the Website or Content for any purpose that is unlawful or prohibited by the Agreement, or to solicit the performance of any illegal activity or other activity which infringes the rights of WHITE MONEY CLUB or other third parties;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- violate any applicable laws or regulations for the time being in force within or outside India;
- Violate the terms of the Agreement.

You & Members are agree that You & Members are solely responsible to WHITE MONEY CLUB and to any third party for any breach of Your obligations under these Terms of Use or other Agreements and for the consequences (including any loss or damage which WHITE MONEY CLUB or its affiliates or its vendors if any may suffer) for any such breach, WHITE MONEY CLUB does not pre-screen User Content. WHITE MONEY CLUB has no obligation to monitor any User Content. However, WHITE MONEY CLUB at its discretion and/or in accordance with applicable law may monitor any User Content and may remove any User Content from the Website if WHITE MONEY CLUB its Chairman determines in its sole discretion that such User Content is in violation of these Terms of Use or any applicable law. Where WHITE MONEY CLUB removes any Users, Members Content from the Website, WHITE MONEY CLUB will make reasonable efforts to inform the user who had posted such User, Members Content. Such actions do not in manner negate or dilute White Money Club's position as an intermediary or impose any liability on WHITE MONEY CLUB with respect to User, Members Content. You & Members shall solely be responsible for maintaining the necessary computer / mobile equipment, internet connections and other software and technologies that may be required to access, use and transact on the Website. You & Members may incur access or data fees from third parties in connection with your & Members purchase and/or use of the services. You & Members are responsible for all such fees. You & Members shall use this Website, and any voucher/coupons purchased through it, for personal, non-commercial use only and shall not re-sell the same to any other person. You & Members may need to install updates that we or any third party introduce from time to time to use the services, Products, Website including downloads and required functionality,

such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "Updates"). Your & Members use of the Products or Website you have installed requires that you have agreed to receive such automatically requested Updates. Any purchase of the Products from the Website or redirected website or links will be strictly for personal use of the Users or Members. The User & Members hereby expressly agrees that any merchandize or Services purchased by the User & Members will not be sold, resold, bartered or in any way used for any commercial purposes or for profit. The User hereby acknowledges that the Products purchased are not transferrable to any third party for profit. Accordingly, WHITE MONEY CLUB reserves the right to cancel any orders that classify as 'Bulk Order' as determined by WHITE MONEY CLUB as per certain criteria (if applicable). Any rewards or benefits provided by WHITE MONEY CLUB and used by You & Members for placing the 'Bulk Order' will not be refunded(if applicable). An order can be classified as 'Bulk Order' if it meets certain criteria adopted by WHITE MONEY CLUB for the purpose of identifying 'Bulk Order' as defined and given in WHITE MONEY CLUB Business Concept or under the Head "Our Business Concept" as given in [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) including but not limited to:(If applicable)

- a. Products ordered for commercial resale and not for self-consumption;
- b. Multiple orders placed for same product at the same address and on different address by members;
- c. Bulk quantity of the same product ordered;
- d. Invalid address given in order details; or
- e. Any malpractice used to place the order.

There may be certain requests/orders that WHITE MONEY CLUB is unable to process or pass on buyer's or Members orders to the seller and must cancel (whichever is applicable). Some situations that may result in White Money Club's inability to process or pass on members request to the concern person, company, authority, providers etc include, without limitation, non- availability of the Website service, force majeure, credit limitations or suspected fraud.

In case buyer & Members purchases, request multiple Products, services in one transaction, the Seller(s), provider(s) may deliver all such Products together. However, this may not always be possible. If buyer purchases multiple Products in a single transaction, then all the Products would be dispatched by vendors to a single delivery address provided by buyers or Members at the time of purchase. If buyer or members wishes to get delivery of the Products to different addresses, then buyers or members should purchase the Products under separate transactions and provide separate delivery addresses for each transaction, as may be required. Buyers and Members are agrees that the delivery of the Products can be made to the person and family members etc. who is present at the shipping address provided by you. In certain cases, where buyers or members requires certain services in relation to a Product, such as warranty, after-sales or installation services, buyer shall directly contact seller or the manufacturer or vendors. However, in the event, buyers or members contacts WHITE MONEY CLUB for the same, WHITE MONEY CLUB may inform the sellers, vendors to provide or facilitate the provision of such services to the buyers or members. WHITE MONEY CLUB is not and shall not be obliged to provide any such additional services. White Money Club's role in relation to facilitating such services shall be limited to facilitating communication between buyer or members and the seller for the purpose of provision of such additional services. You & Members represent and warrant that (i) You or Members are not located in a country that is subject to a U.S. Government embargo, or that has been

designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties. (This Para is subject to aims and object, terms of white money club and whichever are applicable)

### **USE OF CONTENT:**

Except as expressly indicated to the contrary in any applicable Additional Service Terms, WHITE MONEY CLUB hereby grants You & Members a non-exclusive, revocable and non-transferable right to view, download and print product catalogues available on the Website, subject to the following conditions:

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- The rights granted to you or Members in the product catalogues or any other materials as specified above are not applicable to the design, layout or look and feel of the Website. Such elements of the Website are protected by intellectual property rights and may not be copied or imitated in whole or in part. Any software that is available on the Website is the property of WHITE MONEY CLUB or its vendors, manufacturers, suppliers. You & Members may not use, download or install any software available at the Website, unless otherwise expressly permitted by the Agreement or by the express written permission of White Money Club.

### **INTELLECTUAL PROPERTY RIGHTS :**

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General third party information such as, product catalogues, product description and specifications, lists of dealers, reports on news, entertainment, technology and features, advertisements including videos, images and photographs of the products, links to third party websites and other data from external sources is made available on the Website ("Third Party Content"). The provision of Third Party Content is for general informational purposes only. You & Members acknowledge that the Third Party Content provided to you is obtained from sources believed to be reliable or provided by the sellers in the process of advertising, exhibiting and offering to sell the Products on the Website. All Third Party Content is provided on an 'As Is' basis. WHITE MONEY CLUB may not own / have the rights and title to any such Third Party Content, or provide any guarantee with respect to the accuracy, title, merchantability, non-infringement or fitness for a particular purpose of any Third Party Content. WHITE MONEY CLUB shall not be held liable for any loss suffered by you based on Your & Members reliance on or use of such Third Party Content.

In the event any Third Party Content contains links to third party websites, and You & Members visit any such external link, You & Members agree to do so at your own risk, responsibility and liability. WHITE MONEY CLUB makes no warranty or representation regarding, and does not endorse, any website linked to the Website / Services or the information appearing thereon or any of the products or services described thereon.

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CONTENTOR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

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

YOU & MEMBERS EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW WHITE MONEY CLUB WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A CONSEQUENCE OF UNAUTHORIZED USE OF YOUR & MEMBERS ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE WEBSITE OR ANY SERVICES, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. WHITE MONEY CLUB HAS not ENDEAVORED TO ENSURE THAT ALL THE INFORMATION ON THE WEBSITE IS CORRECT, BUT WHITE MONEY CLUB NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE QUALITY, ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION, and PRODUCT OR SERVICE. WHITE MONEY CLUB SHALL NOT BE RESPONSIBLE FOR THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED FUNCTIONALITIES, THE PROVISION OF OR FAILURE TO PROVIDE FUNCTIONALITIES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, FUNCTIONALITIES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. FURTHER, WHITE MONEY CLUB SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE WEBSITE DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE WEBSITE THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND WHITE MONEY CLUB'S CONTROL. THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE 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. WHITE MONEY CLUB IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERROR LEADING TO AN INVALID COUPON. WHITE MONEY CLUB ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS, WITH RESPECT TO ANY INFORMATION PROVIDED TO YOU WHETHER ON BEHALF OF ITSELF OR THIRD PARTIES.

In the event You & Members have purchased / downloaded the Website from any online application stores, whether provided by Apple, Inc., Google, Inc. or Blackberry Limited (or their respective affiliates) (collectively referred to as "Store Providers"), and there occurs any failure of the Website and / or Services, You & Members may follow the process recommended by the Store Provider under the terms of the contract applicable between You/Members and such Store Provider. The Store Providers shall not be liable for any (i)

warranty obligations of WHITE MONEY CLUB and related claims, losses, liabilities, damages, costs or expenses; (ii) product liability / consumer protection claims, and claims related to the Website's non-conformity with any applicable laws; and (iii) any third party claims of infringement of intellectual property rights by the Website and other claims.

### **INDEMNIFICATION AND LIMITATION OF LIABILITY:**

You & Members agree to indemnify, defend and hold harmless White Money Club, its subsidiaries, affiliates, vendors, agents and their respective directors, officers, employees, contractors and agents (herein after individually and collectively 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 & Members 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 Website; or (iii) any claim that any Third Party Content / content, information or materials provided by You caused damage to a third party; or (iv) Your/Members violation of any rights of another, including any intellectual property rights. WHITE MONEY CLUB may notify you of any claims which You & Members shall be liable to indemnify WHITE MONEY CLUB against. You will then be required to consult with WHITE MONEY CLUB 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 the part of WHITE MONEY CLUB without the express prior written consent of WHITE MONEY CLUB which can be withheld or denied or conditioned by WHITE MONEY CLUB in its sole discretion. Notwithstanding anything to contrary in the Agreement(s), White Money Club entire and aggregate liability to You & Members under and in relation to these Terms of Use or otherwise shall not exceed the greater of Indian Rupees One Hundred (INR 100) or the amount of fees, if any, paid by You to WHITE MONEY CLUB for services if charge (not included the payment for WHITE MONEY CLUB expenses & maintenance which payment is non refundable in any manner) under the relevant order to which the cause of action for the liability relates. Notwithstanding anything to contrary in the Agreement(s), in no event shall White Money Club, its subsidiaries or affiliates and their respective officers, directors, employees, partners or suppliers be liable to You & Members for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not WHITE MONEY CLUB has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortuous action, or any other claim arising out of or in connection with Your & Members use of or access to the Website, Services or Content.

### **TERMS:**

The Agreement will continue to apply until terminated by either You & Members or WHITE MONEY CLUB as set forth below. If You want to terminate Your or Members agreement with White Money Club, You or Members may do so by (i) not accessing the Website; or (ii) closing Yours & Members Account for all of the Services that You use, where WHITE MONEY CLUB has made this option available to You. Which will not be

entitled in any circumstances to members to claim the payment towards expenditure and maintenance paid as per term to the WHITE MONEY CLUB as defined & given in the website [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com).

You & Members are agree that WHITE MONEY CLUB may, in its sole discretion and without prior notice, terminate Yours & Members access to the Website and block Yours & Members future access to the Website if WHITE MONEY CLUB determines that You & Member have violated the terms of these Terms of Use or any other Agreement(s). You & Members also agree that any violation by You & Members of the Agreement(s) will cause irreparable harm to White Money Club, for which monetary damages may be inadequate, and You & Members consent to WHITE MONEY CLUB obtaining any injunctive or equitable relief that WHITE MONEY CLUB deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies WHITE MONEY CLUB may have at law or in equity.

In addition to the above Clauses, WHITE MONEY CLUB may, at any time, with or without notice, terminate these Terms of Use (or portion thereof, such as any individual Additional Terms) with You & Members if :

- WHITE MONEY CLUB is required to do so by law (for example, where the provision of the Services to You & Members is, or becomes, unlawful), or upon request by any law enforcement or other government agencies;
- The provision of the Services to You & Members by WHITE MONEY CLUB is, in White Money Club opinion, no longer commercially viable;
- WHITE MONEY CLUB has elected to discontinue, with or without reason, access to the Website, the Services (or any part thereof); or
- In the event WHITE MONEY CLUB faces any unexpected technical issues or problems that prevent the Website and / or Services from working.

WHITE MONEY CLUB may also terminate or suspend all or a portion of Your & Members Account or access to the Services with or without reason. Except as may be set forth in any Additional Terms applicable to a particular Service, termination of Your & Members Account may include: (i) removal of access to all offerings within the Website or with respect to the Services; (ii) disabling access to the Account Information, including Your & Members personal information, log-in ID and password, and all related information, files and materials associated with or inside Your Account (or any part thereof), and any User Content uploaded by You; and (iii) prohibiting further use of the Services.

You & Members are agree that all terminations shall be made in White Money Club sole discretion and that WHITE MONEY CLUB shall not be liable to You or any third party for any termination of Your Account (and accompanying deletion of Your & Members Account Information), or Your & Members access to the Website and Services.

Notwithstanding the foregoing, these such terms of this Agreement as are meant to survive termination / expiry of this Agreement, will survive indefinitely unless and until WHITE MONEY CLUB chooses to terminate them. WHITE MONEY CLUB may inform the sellers who have accepted Your & Members purchase orders on the Website that this Agreement is terminated, and upon such information sellers may cancel the purchase order. WHITE MONEY CLUB may also cancel all Your & Members non-fulfilled requests, orders on the Website without any obligation or liability towards you.



**GOVERNING LAW AND JURISDICTION:**

These Terms of Use and all transactions entered into on or through the Website and the relationship between You & Members and WHITE MONEY CLUB shall be governed in accordance with the laws of India without reference to conflict of laws principles.

You & Members are agree that all claims, differences and disputes arising under or in connection with or in relation hereto the Website, these Terms of Use, the Agreement(s) or any transactions entered into on or through the Website or the relationship between You & Members and WHITE MONEY CLUB shall be subject to the exclusive jurisdiction of the courts at Jabalpur (M.P.) India as per membership terms, and You & Members hereby accede to and accept the jurisdiction of such courts. Each party hereby irrevocably waives any objection which such party may now or hereafter have to the laying of improper venue or forum non convenient. Each party agrees that a judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. Any and all service of process and any other notice in any such suit, action or proceeding with respect to this Agreement shall be effective against a party if given as provided herein.

**REPORT ABUSE AND TAKE DOWN POLICY:**

In the event You & Members come across any abuse or violation of these Terms of Use or if You & Members become aware of any objectionable content on the Website, or if You believe your intellectual property rights have been violated in any manner through the Website, please refer to the WHITE MONEY CLUB Report and Take Down Policy available at [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) under "Policy Info" section.

**COMMUNICATIONS:**

When You & Members use the Website or send emails or other data, information or communication to White Money Club, You & Members agree and understand that You & Members are communicating with WHITE MONEY CLUB through electronic records and You & Members consent to receive communications via electronic records from WHITE MONEY CLUB periodically and as and when required. WHITE MONEY CLUB will communicate with You & Members by email or by notices on Website or electronic records on the Website or on Your mobile number which will be deemed adequate service of notice / electronic record to the maximum extent permitted under any applicable law,

**GENERAL PROVISIONS:**

Notice: All notices with respect to these Terms of Use from WHITE MONEY CLUB will be served to You & Members by email or by general notification on the Website. Any notice provided to WHITE MONEY CLUB pursuant to these Terms of Use should be sent to Grievance Officer at [whitemoneyclub@gmail.com](mailto:whitemoneyclub@gmail.com) or to the contact address registered office given in the website.

**Assignment:** You & Members 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. White Money Club rights and/or obligations under the Agreement are freely assignable or otherwise transferable by WHITE MONEY CLUB to any third parties without the requirement of seeking Your & Members prior consent. WHITE MONEY CLUB may inform You & Members of such assignment or transfer in accordance with the notice requirements under the Agreement. WHITE MONEY CLUB shall have right to transfer Your & Members Account and Account Information to a third party who purchases White Money Club and its rights, as conducted under the Website.

**Severability:** If, for any reason, a court of competent jurisdiction as stated above or competent finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Agreement shall continue in full force and effect. WHITE MONEY CLUB may amend in a reasonable manner such provision to make it enforceable and such amendment will be given effect in accordance with the amendment terms of these Terms of Use.

**Waiver:** Any failure or delay by a party to enforce or exercise any provision of the Agreement, or any related right, shall not constitute a waiver by such party of that provision or right. The exercise of one or more of a party's rights hereunder shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under these Terms of Use or in law or at equity. Any waiver by a party shall only be made in writing and executed by a duly authorized officer of such party.

**Principal to Principal Relationship:** You & Members and WHITE MONEY CLUB are independent contractors, and nothing in these Terms of Use will be construed to create a partnership, joint venture, association of persons, agency (disclosed or undisclosed), franchise, sales representative, or employment relationship between You & Members and White Money Club. As an abundant caution, it is clarified that WHITE MONEY CLUB shall not have any right to conclude any contract for sale or purchase of Products for and / or on Your & Members behalf and both You & Members and WHITE MONEY CLUB have entered this agreement on principal to principal basis.(whichever is applicable as per white money club aims)

**Force Majeure:** If performance of any service or obligation under these Terms of Use or other Agreement by WHITE MONEY CLUB is, or other third parties in fulfillment of any purchase or sale transaction (for eg: logistics service provider, fulfillment center, payment gateways etc.) are, prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, 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 the reasonable control of WHITE MONEY CLUB or its third parties performing such services as sub-contractor to WHITE MONEY CLUB and could not have been prevented by reasonable precautions (each, a "Force Majeure Event"), then WHITE MONEY CLUB shall be excused from such performance to the extent of and during the period of such Force Majeure Event.

WHITE MONEY CLUB shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder if binding & applicable to it.

### **WHITE MONEY CLUB (WMC) MEMBERSHIP TERMS & CONDITIONS**

In view of the above, thus the following terms & conditions for White Money Club Members binding to members are as under:-

1. That White Money Club Membership (hereinafter called WMC Membership) shall be for the period of five years for every person or member from the date of registration of membership by him, at the sole discretion of White Money Club and its Chairman.
2. That wmclub membership is free and for which no amount is being taken towards its membership. However consultancy fee and expenses for advice for five years is fixed.
3. That "White Money" and "Legal Money" means the money which is provided by the Banks, Financial Companies and Institutions etc. as per all Law, Rules and restrictions applicable, it does not mean that the White Money Club is acting, working and functioning as an Bank and Financial Institute or Company as the services, advice, consultancy being given by the White Money Club or its chairman is only in the nature of help, assist, consultancy and advice to members who join to save their "White Money" or "Legal Money" as per Law & Rules applicable in India. The White Money Club therefore is of in the nature of society for the consultancy and legal advice to the members in respect of the aims, objects and subjects as designed and given in the website of White Money Club [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com)
4. That at the time of registration as White Money Club Membership by the person, individual, company, firm and all others who want to join or register as member of wmclub is require to pay **Rs 1,00,000/-**(rupees one lakh) as an advance "Consultancy fee & expenses" for the period of five years which is not a membership fee, amount or charges as membership is free for five years.
5. That, all the members, person, company, firm etc. who join as member of White Money Club are factually and legally bound with privacy policy, user agreement and all other terms and conditions of White Money Club as given and designed in the White Money Club website called [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) and which are added, amended, altered, introduce from time to time even without any notice to any member of White Money.

6. That the continuation and discontinuation of any membership (which is free) will be at will and sole discretion of the Chairman of White Money Club.
7. That all persons or members of White Money Club who join or intended to join are undertakes himself/them-self not to harm, damage, disrepute, destroy the goodwill and reputation of White Money Club and will not do any act and conduct to make any loss and damage the White Money Club in any manner factually, economically, socially and financially.
8. That all persons or members of White Money Club who join or intended to join declare that the information, facts, details given by them and the time of joining, login, registration as White Money Club member are true & correct and nothing has been suppressed by them.
9. That the White Money Club, constituted as AOP have decided to fix the total numbers of members on All India Basis which is 1,00,000 (one lakh only), which can be extended at the sole desecration & decision of the Chairman of White Money Club.
10. That the White Money Club act as an intermediate portal to facilitate its members to build their "White Money" or "Legal Money" as per law and terms and conditions, therefore the services being given to the members are intermediate, thus there is no assurance and guarantee to any members that they will receive and get "White Money" or "Legal Money" from Banks and Financial Institute or from White Money Club. Therefore no person or members who joined or intended to join is/are legally and factually not entitled for "White Money" or "Legal Money" directly from White Money Club. However any member is/are entitled to build the "White Money" or "Legal Money" as per law and rules from Banks & Financial Institutes with the intermediate help, consultancy, legal advice and advice of White Money Club and its officials on the basis of his free membership with White Money Club, the intermediate portal called [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) subject to compliance of other terms & condition of the membership mentioned here.
11. That if any disputes arising out of the any terms and conditions and any other matter between White Money Club and any members, the same shall be referred to a sole Arbitrator duly appointed by the Learned Court within the jurisdiction District Jabalpur and the place of Arbitration Proceedings, Award

and Decision will be at Jabalpur (M.P.) only. Award and decision will be binding to the parties or White Money Club and members.

12. That all or any member of White Money Club is/are bound to follow the instructions, advice, guidelines, issued, told and instructed by White Money Club or its officials from time to time for the purpose of building the "White Money" and "Legal Money" in favour of the members of White Money Club as the White Money Club is acting and working as intermediate portal and services between members and financiers or banks or institutes.
13. That White Money Club does not support and promote the "Black Money" & "illegal money" in any manner and is deadly against Black Money & illegal money, therefore the White Money Club has been constituted to promote and support the Legal "White Money" or "Legal Money" and Digital Economy and Payments etc. as designed and given in [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) for the welfare of society, people and country.
14. That White Money Club memberships are fixed to the tune of one lakh members on all India basis subject to compliance to other terms and condition of the membership mentioned here.
15. That the services and membership of white money club shall be commenced immediately on completion of minimum one thousand members joined.
16. That "White Money Club" has been constituted to give legal services, advice & help to its members only who join "White Money Club" online and offline by login [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) to receive advice, consultancy willingly by them to create and save their "White Money" or "Legal Money" in accordance with law, rules & in legal manner. Thus White money or Legal money means personal loan, Business loan, Credit card, Home loan, Wallet, Loan against property, Mutual fund, Car loan, Fixed deposit, Insurance, Saving account, Education loan and Gold loan etc. created, obtained or saved as per law and rules on advice, consultancy and help of white money club and its official, associates for which it has been constituted.
17. That white money club do not take or receive cash and accept consultancy fee and expenses only by online, cheque, DD, pay order and by digital payments modes, therefore if any payment made in cash to any of the person, company, firm etc. for anything to any agent, representative, employees, person, the white money club will not be responsible in any manner for any losses or damages to anybody. Thus white money club or wmclub is a legal advice and consultancy portal or website.

18. Any other terms and conditions altered, amended, introduced will be applicable.

**Grievance Officer:**

- If you & Members find any discrepancies or have any grievances in relation to the free services, use of website, buying order, status, collection, storage, use, disclosure and transfer of Your & Members Personal Information under this Privacy Policy or any terms of WHITE MONEY CLUB's and its business concept called WHITE MONEY CLUB Business Concept, Terms of Use, Term of Buy, Sale and other terms and conditions or policies of any WHITE MONEY CLUB and [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com) and its entity, please contact the following:
- **For White Money Club (AOP):** Mr. Madan Kishore Ojha, the designated grievance officer to be appointed on authorised in future under Information Technology Act, 2000 E-mail: [whitemoneyclub@gmail.com](mailto:whitemoneyclub@gmail.com).
- **For WHITE MONEY CLUB or [www.wmclub.in](http://www.wmclub.in) or [www.whitemoney-club.com](http://www.whitemoney-club.com):** Mr. Madan Kishore Ojha, the designated grievance officer to be designated in future as per law & procedure in future under Information Technology Act, 2000.

**FEEDBACK AND INFORMATION:**

Any feedback You & Members provide to this Website shall be deemed to be non-confidential. WHITE MONEY CLUB shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You & Members represent and warrant that (i) Your & Members feedback does not contain confidential or proprietary information of You or of third parties; (ii) WHITE MONEY CLUB is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) WHITE MONEY CLUB may have something similar to the feedback already under consideration or in development; and (iv) You & Members are not entitled to any compensation or reimbursement of any kind from WHITE MONEY CLUB for the feedback under any circumstances.

To clarify, WHITE MONEY CLUB may at its discretion, make any modifications or changes to the Website, Content and / or Services on the basis of such feedback, however WHITE MONEY CLUB shall not be obliged to do so. Further, in the event that WHITE MONEY CLUB makes any changes or modifications to the Website, Content and / or Services on the basis of any such feedback, You & Members shall not have any rights or title (including any intellectual property rights) in such changes or modifications to the Website, Content and / or Services. You & Members expressly waive any and all rights in such changes or modifications to the Website, Content and / or Services, and assign to White Money Club, all worldwide rights and title (including any intellectual property rights) to such changes or modifications to the Website, Content and / or Services, in perpetuity. You & Members hereby waive all rights under Section 19(4) of the Indian Copyright Act, 1956, or

other similar provisions in laws of any jurisdiction, in relation to any such changes or modifications to the Website, Content and / or Services.

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