



United Way India

Privacy Policy, Terms & Conditions

Our Commitment to Our Donors

We will not sell, share or trade our donors' names or personal information with any third party other than local United Way organizations and our service providers, nor send mailings to our donors on behalf of other organizations.

Privacy Policy

This Privacy Policy applies to all personal information received by United Way India, both online and offline, on any Platform ("Platform" includes the United Way India website), as well as any electronic, written, or oral communications.

Introduction

Your privacy is a priority for United Way India (<https://www.uwindia.org>) (sometimes referred to as "UWI", "us", or "we") and we want you to be familiar with how we collect, use, and disclose information relating to you, your computer, or your device and that enables your identification (the "Personal Information"). This Privacy Policy describes our practices with information that we (or our service providers) collect from a user (sometimes referred to as "you" or "your") through our websites, applications, and our other network-connected products and services that link to this Privacy Policy (collectively, the "Site"). This Privacy Policy only addresses information collected directly through or from our Site – it does not address or govern any information-gathering, use, or dissemination practices related to information collected from you other than directly through or from the Site, such as from telephone, facsimile, postal mail, personal delivery, or other or additional offline means or media.

1. Collection of Personal Information from Users

When you interact with us through the Site, we may collect information from you as described below.

a. Information You Provide

Some elements of the Site may ask you to submit Personal Information in order for you to benefit from the specified features or participate in a certain activity, such as newsletter subscriptions or donation processing. For example, if you make a donation using the Site, we may collect your credit or debit card or other financial account information. When you perform a search within the Site, UWI may record information identifying you or linking you to the search performed and recording information related to the search request.

We may combine information you submit through the Site with other information we have collected from you, whether online or off-line. We will treat the combined information in accordance with this Privacy Policy.

b. Sensitive Information

Unless we specifically request or invite it, we ask that you not send or otherwise disclose to us your racial or ethnic origin, political opinions, religion or other beliefs, health, criminal background, or trade union membership. In those cases where we may request or invite you to provide the foregoing information, we will only do so with your express consent, in accordance with applicable data protection law requirements. Where you provide us with such information without request from UWI, we reserve the right (but do not have any obligation) to erase any such information at our discretion.

c. Information About Minors

The Site is not intended for persons under the age of 16. We do not knowingly collect Personal Information online from persons in this age group. We reserve the right to delete any information identified as having been provided by such persons at our discretion.

d. Location Information

Any comment system on the Site may utilize an opt-in Geolocation service in accordance with a prevailing community standard such as HTML 5. Such Geolocation opt-in ability is managed by the user's browser settings. If a user chooses to opt-in to the Geolocation service, the user's comments may be associated with the user's location, both internally within UWI and publicly on the Sites.

e. Passive Information Collection, Use, and Choices

As you navigate the Site, certain Personal Information may be passively collected, meaning it is gathered automatically without your actively providing it. This is done using the following techniques in the following ways:

IP Addresses: An IP address is a unique identifier that certain electronic devices use to identify and communicate with each other on the Internet. When you visit our Site, we may view the IP address of the device you use to connect to the Internet. We use this information to determine the general physical location of the device and understand from what geographic regions our website visitors come. We also may use this information to enhance our Site.

Through your browser: Certain information is collected by most browsers, such as your Media Access Control (MAC) address, computer type and operating system type and version screen resolution, and Internet browser type and version.

Social Media Widgets: Our Site may include social media tools, including social media widgets or plug-ins, to connect you to your social media accounts. These features may set a cookie or use other automatic collection and tracking technologies to collect information about you and your use of the social media features through and in connection with our Site. These social media tools may be hosted by a third party. Your interactions with these tools and the corresponding social media platforms are governed by the privacy policies of the companies that provide such platforms.

Like any other website, www.uwindia.org uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

For more general information on cookies, please read <http://www.aboutcookies.org>. You can visit <https://tools.google.com/dlpage/gaoptout> for information on how to opt out of Google Analytics cookies.

Google Analytics: We use Google Analytics, which is provided by Google Inc. It uses cookies to collect, for example, information about the operating system and the browser that you use, your IP address, the website you previously accessed (referrer URL) and the date and time of your visit to the Websites. On subsequent repeated visits to the Websites, frequently used information is automatically displayed for you. We are able to track your usage patterns with the help of the cookies. The information generated by cookies about the use of the Websites is transmitted to a Google server. Google will use this information to evaluate your use of the Websites. Google may transfer these rights to third parties insofar as it is required to do so by law or in order that data may be processed on Google's behalf.

2. How We Use the Information We Collect

We use Personal Information submitted by you or otherwise collected through the Site and through other sources for the purposes described in this Privacy Policy and as otherwise described to you at the point of collection. Generally, we use the information you provide to us for the reason for which it was provided. For example, if you sign up to receive email notifications, we will contact you by email. If you provide us with information to make a donation, we will use the information to process your donation. Specifically, we may use Personal Information from or about you:

- i. to respond to your inquiries and to send you information that you request and to process your donations;
- ii. to send you important information regarding our relationship with you or regarding the Site, changes to our terms, conditions, and policies, and other administrative information;
- iii. to notify you about upcoming events and donations;
- iv. to promote our mission and initiatives, and the missions and initiatives of our affiliates;
- v. for our business purposes, such as data analysis, audits, recordkeeping, developing new products or services, enhancing the Site, improving our services, identifying Site usage trends, optimizing your experience on the Site, and determining the effectiveness of our fundraising campaigns;
- vi. if you choose to complete a survey, we may use the information for purposes of evaluating your feedback from the survey; and
- vii. if we intend to collect and use Personal Information for another purpose, we may seek your permission at the time the information is collected.

We may use any information that does not personally identify you, your computer, or your device for any purpose.

3. Our Disclosure of Your Information

UWI does not sell your Personal Information. We may share your Personal Information with third parties only as described in this Privacy Policy or as otherwise described at the point where we collect the information from you, including:

- i. to our affiliates and other United Way organizations, for the purposes described in this Privacy Policy;
- ii. to the companies or individuals that we hire to provide services to us, such as website hosting services, relationship management services, and payment processing; and
- iii. to a third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, or assets (including in connection with any bankruptcy or similar proceedings).

4. Uses and Disclosures to Comply with Laws

In addition, we use and disclose Personal Information collected through the Site as we believe to be necessary or appropriate: (i) under applicable law, including laws outside your country of residence; (ii) to comply with legal process; (iii) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (iv) to enforce our terms and conditions; (v) to protect our operations or those of any of our affiliates; (vi) to protect our rights, privacy, safety, or property, and/or that of our affiliates, you, or others; and (vii) to allow us to pursue available remedies or limit the damages that we may sustain.

5. Links to Third Party Sites

The Site may contain links to other websites for the convenience of users in locating information, products, or services that may be of interest. If you access a third-party website from a link on this Site, any information you disclose on that website is not subject to this Privacy Policy. It is possible that these links may be used by third parties or others to collect personal or other information about you. UWI is not responsible for the privacy practices of such websites, advertisers, or third parties or the content of such websites and it is your sole obligation to review and understand the privacy practices and policies of these other websites. UWI does not control these third parties' use of cookies, collection of information, or how they manage such information. It is solely your obligation to review and understand the privacy practices and policies of these other websites, advertisers and any third parties.

6. Security

UWI will take reasonable steps to protect the information collected and provided via the Site from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. However, you should understand that no transmission over the Internet is ever fully secure. Also, UWI uses reasonable efforts to ensure that the Site is generally available. However, there will be occasions when access to the Site will be interrupted or unavailable. UWI will use reasonable efforts to minimize such disruption where it is within its reasonable control. You agree that UWI shall not be liable to you for any modification, suspension or discontinuance of the Site.

7. Data Retention

We generally retain Personal Information for so long as it may be relevant for the purposes identified in this Privacy Policy, unless a longer period of time is required by law.

8. Lawful Basis for Processing Your Personal Information

This Privacy Policy is issued on behalf of United Way India as controller of your Personal Information under applicable data protection laws. A "controller" is the

person or organization who alone or jointly determines the purposes for which, and the manner in which, any Personal Information is, or is likely to be, processed.

United Way India is based in Mumbai, India and any information transmitted to us may be stored, accessed, or processed in India. We follow the data protection laws of India.

9. Automated Processing of Personal Information

We may use automated processing of your Personal Information in order to tailor our communications with you and manage our relationships with our donors and contacts. This automated processing may impact the type of communications you receive from us.

If you would like to submit a data access, correction, restriction, or deletion request, you can do so by contacting us at info@uwindia.org and we will process such request with respect to any Personal Information that we are able to link to you individually based on the information that you can provide to us.

10. Right to Change Privacy Policy.

UWI reserves the right at any time to modify, alter, or update this Privacy Policy. Your use of the Site following any changes means that you agree to follow and be bound by the Privacy Policy as changed, subject to limitations under applicable law. Any change to this Privacy Policy shall be effective as to any user who has visited the Site before the change was made. Please review this policy periodically, and especially before you provide any Personal Information to us.

11. Refund & Cancellation

Since all transactions online on the site are donations for which a tax exemption certificate is issued no refund or cancellation is possible for the same except in the case where the transaction is fraudulent or unauthorised in nature whereby cardholder can initiate chargeback on the transaction with their respective bank.

12. Contacting Us.

For questions about this website, please contact us at info@uwindia.org

To contact us by mail:

United Way India
501, Sun Vision Spenta
3rd Road, Khar West
Mumbai 400052, Maharashtra, India

Tel.: +91 22 26043611

TERMS AND CONDITIONS

Welcome to the United Way India website, operated by United Way India (“UWI”) and located at <http://www.uwindia.org/> (the “Site”). The following terms and conditions (“Terms”) govern your use of this Site. By accessing, viewing, or using the content, material, or services available on or through this Site, you indicate that you have read and understand these Terms, that you agree to them and intend to be legally bound by them. If you do not agree to these Terms, or if you are under 13 years of age, you are not granted permission to use this Site and must exit immediately.

INTELLECTUAL PROPERTY RIGHTS

Other than the content you own, under these Terms, United Way India and/or its licensors own all the intellectual property rights and materials contained in this Website.

You are granted limited license only for purposes of viewing the material contained on this Website.

RESTRICTIONS

You are specifically restricted from all the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being access by you and United Way India may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

YOUR CONTENT

In these Website Standard Terms and Conditions, “Your Content” shall mean any audio, video text, images or other material you choose to display on this Website. By displaying Your Content, you grant United Way India a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.



Your Content must be your own and must not be invading any third-party's rights. United Way India reserves the right to remove any of Your Content from this Website at any time without notice.

NO WARRANTIES

This Website is provided "as is," with all faults, and United Way India express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

LIMITATION OF LIABILITY

In no event shall United Way India, nor any of its officers, directors and employees, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. United Way India, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

INDEMNIFICATION

You hereby fully indemnify United Way India from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

SEVERABILITY

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

VARIATION OF TERMS

United Way India is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

ASSIGNMENT

The United Way India can assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.



ENTIRE AGREEMENT

These Terms constitute the entire agreement between United Way India and you in relation to your use of this Website and supersede all prior agreements and understandings.

GOVERNING LAW & JURISDICTION

These Terms will be governed by and interpreted in accordance with the laws of the State of in, and you submit to the non-exclusive jurisdiction of the state and federal courts located in for the resolution of any disputes.