



United Way India

## UNITED WAY INDIA

### PRIVACY POLICY

Last updated on June 1, 2022

#### A. PURPOSE AND SCOPE

We, **United Way India** (“UWI” or “we” or “our” or “us”), are committed to protecting the privacy of the information provider (“you” / “your” / “yourself”). We consider privacy and protection of your data/ information to be of high importance. Our practices and procedures in relation to the collection and use of your data/ information has been set-out below in this privacy policy (“**Privacy Policy**”). This Privacy Policy will familiarize you with the manner in which UWI may collect, use, share, transfer and disclose your data/ information through <https://www.uwindia.org>, associated mobile applications or any other platforms including social media platforms (the “**Website**”). This Privacy Policy forms an integral part of our [General Website Terms](#) to use our Website (“**General Website Terms**”).

UWI reserves the right, at its discretion, to change, modify, amend, add or remove portions of this Privacy Policy at any time without notice. We recommend that you review this Privacy Policy periodically to ensure that you are aware of the current privacy practices of UWI. By visiting our Website, you agree to be bound by the terms and conditions of this Privacy Policy (which includes the General Website Terms).

This Privacy Policy shall be construed to be provided in compliance with the Information Technology Act 2000 (“**IT Act**”) and applicable rules framed thereunder, as amended from time to time, and shall be read with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (“**SPDI Rules**”), as applicable.

#### **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.



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This Privacy Policy applies to all personal information received by UWI, both online and offline, (on the Website), as well as any electronic, written, or oral communications.

## **B. COLLECTION OF INFORMATION**

1. In this Privacy Policy, unless the context otherwise requires '**Personal Information**' means any information that relates to a natural person which, either directly or indirectly, in combination with other information available or likely to be available with UWI, is capable of identifying such person and shall include the following:
  - a) information such as your name, job title, postal address (home and business), telephone number, mobile phone number and email address;
  - b) any business information in connection with any project or any contractual relationship with UWI or provide by you voluntarily;
  - c) your user id and password and other security related information for accessing the Website;
  - d) information collected from publicly available resources, public data bases and credit rating agencies;
  - e) information about any litigation or other legal proceedings against you;
  - f) information about your health to understand you have any disability or require any special assistance;
  - g) information provided in your application for any job with UWI like your experience, qualifications, your current compensation package and expected compensation package, references etc;
  - h) details of all your visits to UWI's premises;
  - i) information to verify your identify which may be required to provide you with the response that you may seek through our 'contact us' link.
  - j) Email communications which may be sent to UWI will be routed through our systems and stored in our systems;
  - k) Tracking technologies may automatically record information such as domain and host names, other information about your geographic location, IP addresses, browser software and operating system types,

- your manner of connecting to the Internet (e.g., connection speed through narrowband or broadband access), and dates and times that our Website is accessed, hardware model, device hardware information, IMEI number and other unique device identifiers, phone number, serial number, current software version, mobile country code, mobile network, MAC address, cookies, pixels and settings of the devices you use to access our Website;
- l) information which you may provide including your profile photo, profile name etc;
  - m) your facial scanning through facial recognition software;
  - n) your location through your device's GPS signal or information about nearby Wi-Fi access points and cell towers that may be transmitted to us when you use certain services and enable the location function on your device;
  - o) other personal data notwithstanding its relevance to the services provided by UWI;
  - p) personal data about your membership of a professional or trade association or union, personal health data;
2. We may collect personal information about you under number of circumstances including (i) when you or your organisation visit, make an enquiry or otherwise interact on the Website;(ii) personal meetings and exchanging business cards and contacts; or (iii) when you or your organisation offer to provide services to us.
  3. You represent that the information or data you provide from time to time is and shall be correct, current and updated and you have all the rights, permissions and consents to provide such information or data. Your providing the data/information and UWI's consequent storage, collection, usage, transfer, access or processing of the same shall not be in violation of any third -party agreement, laws, judgments, orders or decrees.
  4. In general, the users to the Website can access the Website's home page and browse some areas of the Website, without disclosing any Personal Information.
  5. However, UWI tracks information provided by visitor's browser, including the website the visitor came from (known as the referring URL), the type of browser used and other information that does not personally identify any visitor of the



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Website. This may include installation of cookies and collection of other session data.

6. We do not have any system to collect Personal Information automatically. In order to use our services, you will have to register with us and provide Personal Information. It is completely optional on your part to provide Personal Information and register with us.
7. If any Personal Information of any third party such as your office colleagues, directors or employees or someone with whom you have business dealings are shared with UWI then you must ensure that you have the authority and entitled to disclose that Personal Information to us and we may collect, use and disclose that Personal Information as described in this Privacy Policy without taking any further steps or actions on behalf of UWI. In particular, you should ensure that the concerned individual is aware this Privacy Policy, including our identity, contacting us, purposes of collection, use and processing of Personal Information, transferring and sharing Personal Information, the individual's right to obtain access to the Personal Information and make complaints about the handling of the Personal Information, and the consequences if the Personal Information is not provided (such as our inability to provide services).
8. Some elements of the Website may ask you to submit Personal Information in order for you to benefit from the specified features or participate in a certain activity.
9. We may combine information you submit through the Website 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.
10. Unless we specifically request or invite for 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.
11. The Website is not intended for persons under the age of 16. We do not knowingly collect Personal Information 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.



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12. Any comment system on the Website 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 Website.
13. As you navigate the Website, 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:
  - a) 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 Website, 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 Website.
  - b) 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.
  - c) Social Media Widgets: Our Website 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 Website. 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.
  - d) Like any other website, [www.uwindia.org](http://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



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visit <https://tools.google.com/dlpage/gaoptout> for information on how to opt out of Google Analytics cookies.

- e) 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 Website. On subsequent repeated visits to the Website, 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 Website is transmitted to a Google server. Google will use this information to evaluate your use of the Website. 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.

### **C. USE AND PROCESSING OF DATA/ INFORMATION**

1. We use Personal Information submitted by you or otherwise collected through the Website 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. The information collected by UWI may be used for a number of purposes connected with our objects and activities which may include the following:
  - a) to verify your identity and confirm your eligibility to access and use our Website and the features made available through our Website;
  - b) to manage and oversee your or your organisation's relationship with UWI, including payments receipts, accounting, auditing, billing and collection;
  - c) to comply with our legal obligations, compliance obligations (including obligations under trade sanction and embargoes, money laundering, financial and credit check, fraud and crime prevention and detection purposes) and may contact you to confirm your identity which may be relevant for compliance purposes;
  - d) to allowing you to create your own profile on our Website in order to avail our services without having to provide personal information again every time you access our Website;

- e) to analyse and improve our services and communications with you;
- f) to secure and manage access to our premises, information technology and communication systems, online platforms, websites and other systems and to prevent and detect security threats, fraud or other criminal or malicious activities;
- g) to monitor and check compliance with our policies and standards;
- h) to comply with our legal and regulatory obligations including reporting to and/or being audited by national and international regulatory authorities;
- i) to enable vendors and service providers to provide various services subscribed by you including contact information verification, payment processing, customer service, website hosting, data analysis, infrastructure provision, information technology services, and other similar services;
- j) to comply with court orders and exercise and/or defend legal rights of UWI;
- k) for any purpose related, incidental and/or ancillary to any of the above or any other purpose for which your Personal Information was provided to us.
- l) if you submit your review about our services then it will be published on our Website and other donors/sponsors will be able to view you reviews and experiences and other details shared with us;
- m) to respond to your inquiries and to send you information that you request and to process your donations;
- n) to send you important information regarding our relationship with you or regarding the Website, changes to our terms, conditions, and policies, and other administrative information;
- o) dealing with requests, enquiries and complaints, customer services and related activities;
- p) to notify you about upcoming events and donations;
- q) to promote our mission and initiatives, and the missions and initiatives of our affiliates;
- r) for our business purposes, such as data analysis, audits, recordkeeping, developing new products or services, enhancing the Website, improving



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our services, identifying Website usage trends, optimizing your experience on the Website, and determining the effectiveness of our fundraising campaigns;

- s) if you choose to complete a survey, we may use the information for purposes of evaluating your feedback from the survey;
  - t) to conduct survey about how satisfied our customers are and for improving our performance and provide better services to the customer;
  - u) legitimate business purposes; and
  - v) responding to 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.
  - w) if we intend to collect and use Personal Information for another purpose, we may seek your permission at the time the information is collected.
  - x) We may use any information that does not personally identify you, your computer, or your device for any purpose.
2. In addition, the processing may be based on your consent where you have expressly given that to us.

#### **D. DISCLOSURE AND TRANSFER OF YOUR PERSONAL INFORMATION**

1. UWI does not sell your Personal Information.
2. 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:
  - a) to our affiliates and other United Way organizations, for the purposes described in this Privacy Policy;
  - b) 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
  - c) 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).
3. We may share your Personal Information to our partners, associates, service providers and third parties who may handle our data management, newsletter and email distribution, conducting surveys, events, and promotions, as necessary or appropriate:



- a) to carry out services on behalf of UWI under contract;
  - b) in any manner permitted under applicable law, including laws outside your country of residence;
  - c) to comply with any legal process whether local or foreign;
  - d) to respond to requests from public and government authorities, including public and government authorities outside your country of residence;
  - e) to enforce our General Website Terms and policies;
  - f) when UWI, in its sole discretion, deems it necessary in order to protect its rights or the rights of others;
  - g) to protect our rights or property, privacy, safety or property, and/or that of our affiliates, you or others;
  - h) to allow us to pursue available remedies or limit the damages that we may sustain;
  - i) to third parties on a confidential basis for the purposes of collecting your feedback and to help us measure our performance and to improve and promote mission and objectives;
  - j) with companies providing services for money laundering activities, credit risk and other fraud and crime prevention activities and companies providing similar services, including financial institutions, credit rating agencies and regulatory bodies;
  - k) with courts, law enforcement agencies, regulatory bodies or lawyers or other parties where it is reasonably necessary for UWI to exercise or defend a legal or equitable claim;
  - l) with third party service providers to process personal data on our behalf and in accordance with our instructions only. UWI will be responsible for your Personal Information and have control over the same and will use appropriate safeguards as required by applicable law to ensure the integrity and security of your Personal Information when engaging such service providers;
4. Your data/ information will be kept confidential to the maximum possible extent and in accordance with the provisions set out herein.
  5. Your personal information will be retained with us as long as you continue to use your account on our Website or as long as we continue to have a business need to do so, unless a longer period is required by applicable law.



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## **E. LINKS TO THIRD PARTY SITES**

The Website 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 Website, 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.

## **F. SOCIAL MEDIA SHARING FEATURE**

We have our social media platforms and you will be able to connect us through such social media platforms. In such case we may be able to identify you and relate the information shared through social media platforms with the information that we already have about you. Depending on your usage settings on social media platforms, all information shared by you may be available to others including your friends and general public.

## **G. SECURITY**

UWI will take reasonable steps to protect the information collected and provided via the Website from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. We have taken steps and adopted industry-standard security measures to maintain the safety of your personal information. All electronic financial transactions performed through our Website are covered by encryption technology. All your personal information and data are stored on secured servers and are password and firewall protected. However, you should understand that no transmission over the Internet is ever fully secure. As such, we cannot guarantee or certify the safety of any information transmitted or otherwise provided to us or received from us. Also, UWI uses reasonable efforts to ensure that the Website is generally available. However, there will be occasions when access to the Website will be interrupted or unavailable. UWI will use reasonable efforts to minimize such disruption where it is within its reasonable control. You accept the inherent security implications of providing information over internet / cellular / data networks and you agree that UWI shall not be liable to you for any modification, suspension or discontinuance of the Website or for any breach of security or the disclosure of Personal Information unless UWI has been grossly and willfully negligent.

## **H. GENERAL**



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## 1. **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. Your Personal Information will primarily be stored in an electronic form. However, certain data can also be stored in physical form.

## 2. **Lawful Basis for Processing Your Personal Information**

This Privacy Policy is issued on behalf of UWI 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.

UWI 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.

## 3. **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](mailto: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.

## 4. **Force Majeure**

Notwithstanding anything contained in this Privacy Policy or elsewhere, UWI shall not be held responsible for any loss, damage or misuse of your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event. A "Force Majeure Event" shall mean any event that is beyond the reasonable control of UWI 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 data and storage device, computer crashes, breach of security and encryption.

## 5. **Right to Review and Modify**

We will provide you with the right to review, access and modify the Personal Information that we maintain about you depending on technical feasibility and



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requirements of applicable laws. We may perform verification before providing you access to this Personal Information. However, we are not responsible for the authenticity of the Personal Information provided by you.

## **6. Withdrawal of Consent**

You have the right to withdraw the consent provided to us in relation to your Personal Information at any time in writing by sending an e-mail to us at [info@uwindia.org](mailto:info@uwindia.org), in accordance with the terms of this Privacy Policy. However, please note that withdrawal of consent will not be retrospective in nature and shall be applicable prospectively. In case you do not provide your information or consent for usage of Personal Information or subsequently withdraw your consent for usage of the Personal Information so collected, UWI reserves the right to discontinue the provisions for which the said Personal Information was sought.

## **7. Deletion of Personal Information**

You can request UWI to delete the Personal Information provided by you to UWI by sending an e-mail to us at [info@uwindia.org](mailto:info@uwindia.org). However, please note that correction or deletion of certain information or data may lead to cancellation of your registration with the Website or your access to certain features of the Website. You also agree and acknowledge that certain data or information cannot be corrected or deleted and/or is prohibited from being deleted under any applicable law or in lieu of law enforcement requests or under any judicial proceedings.

## **I. YOUR RIGHTS REGARDING YOUR INFORMATION**

Any questions regarding this Privacy Policy or our use of your Personal Information, you can reach us by email at [info@uwindia.org](mailto:info@uwindia.org).

## **J. RIGHT TO CHANGE PRIVACY POLICY.**

UWI reserves the right at any time to modify, alter, or update this Privacy Policy. Your use of the Website 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 Website before the change was made. Please review this policy periodically, and especially before you provide any Personal Information to us.

## **K. REFUND & CANCELLATION**



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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.

## **L. CONTACTING US**

For questions about this Website, please contact us at [info@uwindia.org](mailto:info@uwindia.org)

To contact us by mail: United Way India  
501, Sun Vision Spenta  
3<sup>rd</sup> Road, Khar West  
Mumbai 400052, Maharashtra, India

Tel.: +91 22 26043611



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## TERMS AND CONDITIONS OF USE

Last updated on June 1, 2022

### 1. Introduction

Welcome to the United Way India website, operated by United Way India (“**UWI**” or “**we**” or “**our**” or “**us**”) and located at <http://www.uwindia.org/>, associated mobile applications or any other platforms including social media platforms, other linked pages, images, features and content offered from time to time by UWI (the “**Website**”). The terms and conditions contained hereinafter (“**Terms of Use**”) shall apply to your (“**you**”, “**your**” or “**User**”) use of the Website.

By accessing, viewing, or using the content, material, or services available on or through this Website, you acknowledge that you have read and understood, and you consent to be governed and bound by these Terms of Use and the [Privacy Policy](#) (“**Privacy Policy**”) and this constitutes a binding and enforceable agreement between you and UWI. If you do not agree or understand these Terms of Use or the Privacy Policy, or do not accept or agree to any part of them,, or if you are under 13 years of age, then you are requested to not use the Website and must exit immediately.

These Terms of Use are an electronic record in terms of the Information Technology Act 2000, as amended from time to time, (“**IT Act**”) and rules framed thereunder. This electronic record is generated by a computer system and does not require any physical or digital signatures.

For the purpose of these Terms of Use, wherever the context so requires, the term “you” or “your” or “User” shall mean and include any natural or legal person who has agreed to these Terms of Use on behalf of himself/herself or any other legal entity.

It is further clarified that the Privacy Policy (that is provided separately), forms an integral part of these Terms of Use and should be read in conjunction.

We have used our reasonable endeavors to make sure that the contents of our Website are correct. However, we will not accept liability for any loss or damage or difficulty arising as a result of any use of or the failure to use any information on our Website. Users using our Website and relying on any information therein confirms that they are using at their own risk. We do not represent that the information available on our Website is correct, complete or up to date.

We don't take any responsibility for the contents of external websites linked to our Website and should not be taken as endorsement or confirmation of any kind by us. We have no control over the content and availability of such external websites which is linked and can be accessed through our Website. You are responsible for safekeeping of your access information like the user



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name and password. In case of any doubt about the security of your access information then you should immediately change your access information.

UWI reserves the right, at its discretion, to change, modify, amend, add or remove portions of this Terms of Use at any time without any prior notice. We recommend that you review this Terms of Use periodically to ensure that you are aware of the current Website usage practices of UWI. Any such changes will be effective immediately. By continuing to use this Website after changes are made, you agree to be bound by the revised/ amended Terms of Use. You are solely responsible for understanding and complying with all applicable laws of your specific jurisdiction that may be applicable to you in connection with your business and use of the Website.

UWI reserves the right to add, modify or delete any content or features available in the Website at any time at its sole discretion.

## **2. Privacy and Protection of Data or Information**

Your privacy is extremely important to us. Upon acceptance of these Terms of Use you confirm that you have read, understood and unequivocally accepted our [Privacy Policy](#).

## **3. Intellectual Property Rights**

For purposes of these Terms of Use, the term “**Content**” includes, without limitation, information, data, text, logos, photographs, videos, audio clips, animations, written posts, articles, comments, software, scripts, graphics, themes and interactive features generated, provided or otherwise made accessible on the Website.

The Content of the Website are the properties of UWI. No part of this Website can be reproduced, copied, stored or transmitted in any form or by any means without the prior written consent of UWI. Further, you acknowledge and agree that UWI (or UWI's licensors) own all intellectual property rights, title and interest in and to the Content. No Content can be used without UWI's explicit written consent. UWI may take appropriate legal steps against any person to prevent any such unauthorized use of its Content or any breach of the UWI's intellectual property rights.

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

## **4. Restrictions**

As a condition of your use of the Website, you warrant to UWI that you will not use the Website for any purpose that is unlawful or prohibited by these Terms of Use. You will not use the Website in any manner which could damage,



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disable, overburden or impair the Website or its Contents or interfere with any other party's use and enjoyment of the Website.

You are not entitled to use any kind of measures, mechanisms or tools (software or hardware) that could interfere with the functioning of the Website.

You are specifically restricted from all of the following:

- a) publishing any Content made available on the Website in any other media or platform;
- b) selling, sublicensing and/or otherwise commercializing any Content available on the Website;
- c) publicly performing and/or showing any Content available on the Website;
- d) using this Website in any way that is or may be damaging to this Website;
- e) using this Website in any way that impacts user access to this Website;
- f) 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;
- g) engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- h) using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you and UWI 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.

## 5. **Your Content**

In these Terms of Use, "**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 UWI a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media and platforms.

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

## 6. **No Warranties**





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UWI makes no representations about the suitability, reliability, availability, timeliness and accuracy of the information and related content contained in the Website for any purpose. This Website is provided "as is," with all faults, and UWI 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. UWI hereby disclaims all warranties and conditions with regard to this information and related content, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

## **7. Limitation Of Liability**

To the maximum extent permitted by applicable law, in no event shall UWI, 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. UWI, 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.

To the maximum extent permitted by applicable law, in no event shall UWI including its officers, directors and employees be liable to you for any special, incidental, indirect, punitive or consequential damages whatsoever (including, without limitation, damages for loss of use, loss of business profits, business interruption, loss of information, or any other pecuniary loss) arising out of the use of, or inability to use or access, the Website or for any security breach or any virus, bug, unauthorized intervention, defect, or technical malfunctioning of the Website, whether or not foreseeable or whether or not UWI 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 tortious action, or any other claim arising out, of or in connection with, your use of, or access to, the application or the content. Further, UWI including its officers, directors and employees shall not be liable to you for any temporary disablement, permanent discontinuance or modification of the Website by UWI or for any consequences resulting from such actions.

In no event shall UWI including its officers, directors and employees be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for or in relation to: (a) loss of use, data or profits arising out of or in any way connected with the use or performance of Website; (b) any delay or inability to use Website; (c) the provision of or failure to provide any information or products/ services obtained through the Website; (d) or otherwise arising out of the use of the Website or the products/ services of UWI; whether or not all of the above losses, claims or damages are based on contract, tort, negligence, strict liability, even if UWI including its officers, directors and employees and/or its associates have been advised of the possibility of such losses, claims or damages.

## **8. Indemnification**

You hereby fully indemnify UWI and other persons involved in the creation of this Website from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses (including legal costs) which arise out of or relate to your use of this Website or any acts committed by you in violation of applicable laws or your breach of any of the provisions of these Terms of Use. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trademark infringement and breach of this Terms of Use.

## **9. Termination (Temporary and Permanent Disablement)**

Unless otherwise provided in these Terms of Use, your right to use of the Website may be terminated/ suspended by UWI without assigning any reasons at any time at the sole discretion of UWI. Upon termination / suspension, you shall not have the right to use or access the Website.

## **10. Governing Law, Settlement of Disputes and Jurisdiction**

These Terms of Use and any dispute or claim arising under it will be governed by and construed in accordance with the laws of India. The User agrees that any legal action or proceedings arising out of these Terms of Use or in connection with these Terms of Use may be brought exclusively in the competent courts/ tribunals having jurisdiction in Mumbai and irrevocably submit themselves to the jurisdiction of such courts/ tribunals.

## **11. Force Majeure**

UWI shall be under no liability whatsoever in the event of non-availability of any portion of the Website occasioned by a Force Majeure Event. A "Force Majeure Event" shall mean any event that is beyond our reasonable control 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 data and storage device, computer crashes, breach of security and encryption, etc.

## **12. Severability**



United Way India

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

### **13. Variation Of Terms of Use**

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

### **14. Disclaimer**

Our email communication including any attachment(s) thereto is confidential and may also be privileged. It is intended solely for the addressee. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of the email information and attachment is strictly prohibited and may be unlawful. If you have received the message in error you are requested to delete it from your system and notify the sender immediately.

We cannot guarantee the security and safety of our email communication and/or the attachments therein. You are responsible to perform necessary security checks before relying on the contents of the email communication. We shall not be liable for the improper transmission of our email communication and/or the attachments therein nor for any damage sustained as a result of our email communication and/or the attachments therein.

### **15. Assignment**

The UWI can assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification.