

UNITED WAY INDIA FOUNDATION

TERMS AND CONDITIONS OF USE

Last updated on March 29, 2023

1. Introduction

Welcome to the United Way India Foundation website, operated by United Way India Foundation (“**UWIF**” or “**we**” or “**our**” or “**us**”) and located at <https://uwindiafoundation.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 UWIF (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 [[insert hyperlink](#)] (“**Privacy Policy**”) and this constitutes a binding and enforceable agreement between you and UWIF. 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 name and password. In case of any doubt about the security of your access information then you should immediately change your access information.

UWIF 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 UWIF. 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.

UWIF 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 [\[insert link to privacy policy\]](#).

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 UWIF. 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 UWIF. Further, you acknowledge and agree that UWIF (or UWIF's licensors) own all intellectual property rights, title and interest in and to the Content. No Content can be used without UWIF's explicit written consent. UWIF may take appropriate legal steps against any person to prevent any such unauthorized use of its Content or any breach of the UWIF'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 UWIF 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, 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 UWIF 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 UWIF 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. UWIF reserves the right to remove any of Your Content from the Website at any time without notice.

6. **No Warranties**

UWIF 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 UWIF 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. UWIF 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 UWIF, 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. UWIF, 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 UWIF 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 UWIF 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, UWIF including its officers, directors and employees shall not be liable to you for any temporary disablement, permanent discontinuance or modification of the Website by UWIF or for any consequences resulting from such actions.

In no event shall UWIF 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 UWIF; whether or not all of the above losses, claims or damages are based on contract, tort, negligence, strict liability, even if UWIF 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 UWIF 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 UWIF without assigning any reasons at any time at the sole discretion of UWIF. 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

UWIF 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

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

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