## **Terms & Conditions and Privacy Policy**

Develop India Foundation (DIF) is a voluntary Non- Governmental Organization, established for socio-economic development of India. Develop India aims at the alleviation of human suffering and overall amelioration of society especially for the poor, helpless & weak. Develop India Foundation is registered under Indian Trust Act 1882, established in 27th December 2014, Reg No. 222, Certificate No. IN-DL62597456725472T

Your access to and use of this website (<a href="http://www.developindiafoundation.in">http://www.developindiafoundation.in</a>) referred to as "Site" is subject to the following terms and conditions and all applicable laws. By accessing and browsing this Site, you accept, without limitation or qualification, these Terms and Conditions and acknowledge that any other agreements between you and DIF

You may download, display or print information from this Site (the "Information") solely for non-commercial use.

- You must retain and reproduce each and every copyright notice or other proprietary rights notice contained in any Information you download. You may not, however, distribute, modify, transmit, reuse, repost, or use the content of the Site for public or commercial purposes, including the text, images, graphics, audio, and video without written permission of DIF. You should assume that everything you see or read on this Site is copyrighted unless otherwise noted and may not be used except as provided in these Terms and Conditions or in the text on the Site without the written permission of DIF. DIF neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with DIF.
- With the exception of the foregoing limited authorisation, no license to or right in any copyright of DIF or of any other party is granted or conferred to you.
- DIF site may contain or reference trademarks, patents, proprietary information, technologies, products, processes or other proprietary rights of DIF and/or other parties. No license to or right in any such trademarks, patents, trade secrets, technologies, products, processes and other proprietary rights of DIF and/or other parties is granted to or conferred upon you.
- While DIF uses reasonable efforts to include accurate and up to date information in the Site, DIF makes no warranties or representations with respect to the content of the Site, which is provided "as it is". DIF accepts no responsibility or liability whatsoever arising from or in any way connected with the use of this Site or its content. In particular, DIF will not be liable for the accuracy, completeness, adequacy, timeliness, or comprehensiveness of the information contained on the Site. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. DIF also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.
- DIF reserves the right to interrupt or discontinue any or all of the functionality of its Site.
   DIF who is controlling this Site accepts no responsibility or liability whatsoever for any interruption or discontinuance of any or all functionality of its Site, whether the result of actions or omissions of an entity of DIF or a third party.

- Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, feedback, ideas, queries, comments, suggestions or the like is, and will be treated as, non-confidential and non-proprietary. Anything you transmit or post becomes the property of DIF or its affiliates and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, DIF is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.
- The information may contain technical inaccuracies or typographical errors. DIF reserves the right to make changes, corrections and/or improvements to the Information, and to the products and programmes described in such information, at any time without notice.
- The DIF site contains information on its products and services, not all of which are available in every location. A reference to a DIF product or service on the Site does not imply that such product or service is or will be available in your location.
- Because DIF has no control over and does not endorse any of the sites to which the Site
  is linked and because DIF has not reviewed any or all of the sites to which the Site is
  linked, you acknowledge that DIF is not responsible for the content of any off-Site pages
  or any other sites linked to the Site. Your linking to the Site, off-Site pages or other sites
  is at your own risk and without the permission of DIF.
- Although DIF may from time-to-time monitor or review postings, transmissions, bulletin boards, and the like on the Site, DIF is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site. You are prohibited from posting or transmitting any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.
- DIF will fully cooperate with any law enforcement authorities or court order requesting or directing DIF to disclose the identity of anyone posting any such information or materials.
- DIF may at any time revise these Terms and Conditions by updating this posting. You
  are bound by any such revisions and should therefore periodically visit this page to
  review the then current Terms and Conditions to which you are bound.
- Framing of this Site by sites or site elements of parties not part of the DIF is not permitted. In-line linking or any other manner of incorporating parts of this Site in sites of parties not part of DIF is equally prohibited.
- To best view this Web site, please consider the following recommendations. This site is best viewed with a resolution of 1024×768 (or higher) and supports Microsoft Internet Explorer 8.0+, Google Chrome 7.0+, Firefox 1.0+, and Safari 1.2+. We also recommend that you enable JavaScript and Pop-ups for this site in your browser's settings. Please visit the links below to download and install the latest version of your browser.
  - Microsoft Internet Explorer
  - o Google Chrome
  - Firefox
  - Safari

### **Privacy Policy and Refund Policy**

- 1. 1. Develop India Foundation ("DIF") is committed to the ethical collection, retention and use of information that you provide to us about yourself ("Personal Information") on this site <a href="http://www.developindiafoundation.in">http://www.developindiafoundation.in</a> ("Site")
- 2. Your Personal Information may comprise the following:
  - a. your name
  - b. your age
  - c. your occupation
  - d. a user ID and password of your choice
  - e. your email and mailing address
  - f. your telephone number
  - g. your payment processing details
  - h. limited personal details
  - i. PAN details (for Income tax exemption)
  - j. Any other data as DIF may require
- 3. The following Privacy Policy sets forth our understanding with you on the collection, use and protection of your Personal Information. Please read the entire Privacy Policy.
- 4. YOUR USE OF THE WEBSITE CONSTITUTES YOUR CONSENT TO THE ALL THE TERMS AND CONDITIONS CONTAINED IN THIS PRIVACY POLICY (AS AMENDED FROM TIME TO TIME) AND YOU SHALL BE BOUND BY THE SAME.
- 5. Collection of Information
  - a. Site Browsing: You browse the Site anonymously. We do not require you to identify yourself or reveal any Personal Information while browsing through the Site. However, you may not be able to access certain sections of the Site or interact with us without supplying us with Personal Information. For instance, you would not be able to transact at the Site or make any donations at the Site, without providing the Site with Personal Information. If you desire to register yourself at the Site, you would be required to provide your Personal Information.
  - b. While you are browsing through the Site, the Site's operating system may automatically record some general information ("General Information") about your visit such as:
    - (i) the date and time you visit the Site, along with the address of the previous website your were visiting, if you linked to us from another website
    - ii. (ii) the type of browser you are using (such as Internet Explorer version 'X')
    - iii. (iii) which 'hit' it is on the Site
  - c. The General Information is not Personal Information. DIF's tracking system does not record personal information about individuals or link this information to any Personal Information collected from you.
  - d. The General Information is used by DIF for statistical analysis, for tracking overall traffic patterns on the Site and to gauge the public interest in DIF and the Site. Such General Information may be shared by DIF with any person, at DIF's discretion.
  - e. Cookies:
    - i. "Cookies" are small amounts of data that a website can send to a web browser on a visitor's computer. The cookie is stored on a visitor's

computer. A cookie may enable the site holder to track how a visitor navigates through its site and the areas in which they show interest. This is similar to a traffic report: it tracks trends and behaviors, but does not identify individuals. Information gathered may include date and time of visits, pages viewed, time spent at the site, and the site visited just before and just after the DIF site.

## ii. Types of Cookies

- i. Cookies can be set to expire: on a specified date after a specific period of time when a transaction has been completed or when a user turns off his/her browser.
- ii. A cookie that is erased from memory when a visitor's browser closes is called a "session" cookie. Cookies that expire based on a time set by the Web server are called "persistent" cookies.
- iii. Persistent cookies may be used in some cases, for example, to recognize when a visitor returns to a website. The web browser will send the cookie information from the initial visit back to the website. This is useful to the visitor if he or she has established a password at a particular website and wants to be identified by that site to perform a function or transaction.
- iii. To browse anonymously, you may set your browser to disable cookies or delete cookies. Please note that disabling cookies for some services will impact ability to use that service.
- iv. Refusing Cookies on DIF's Website
- v. Customers may choose not to accept cookies. Your web browser may alert and permit you to refuse cookies. When you receive an alert, you may choose at that time to refuse that cookie. If the use of cookies is a concern to you, then please make sure your browser has this capability, and that you set your browser to alert you accordingly.
- vi. Newer browser versions allow you to be alerted or to automatically refuse cookies. You may need to download a more current version of your web browser from your service provider in order to obtain this option.
- vii. Note: Some product features and services provided by DIF require you to accept a cookie in order to be able to use the particular functionality or service. These cookies are used to establish a link between the user and the application server. The cookies contain unique session IDs, and no customer data is stored on the cookies.

## 6. Usage of Information

- a. Personal information will be used by DIF for internal purposes including the following:
  - (i) sending you inter alia emails, features, promotional material, surveys, brochures, catalogues, DIF Annual Report, DIF-in -Action, reminders for donations, regular updates on the utilisation of donations by DIF and other updates.
  - ii. (ii) processing your donations to DIF and purchases of DIF products on the Site.
  - iii. (iii) delivering the DIF products you have purchased on the Site /Receipt for donations made by you to DIF.
  - iv. (iv) maintaining an internal confidential database of all the Personal Information collected from visitors to the Site
  - v. (v) evaluating and administering the Site and DIF's activities, responding to any problems that may arise and gauging visitor trends on the Site.

#### 7. Disclosure of Personal Information by DIF

- a. Within DIF, access to Personal Information collected by DIF will be given only to those persons who are authorised by DIF and third parties hired by DIF to perform administrative services. DIF will provide access to third parties for inter alia entering and managing Personal Information in DIF's Database, processing your orders or donations preparing address labels, sending emails, which require such third parties to have access to your Personal Information. DIF cannot guarantee that such parties will keep your Personal Information confidential and DIF will not be liable in any manner for any loss of confidentiality attributable to such third parties.
- b. DIF may share Personal Information with any of persons who are associated with DIF, including companies and non-governmental organisations affiliated with DIF in any manner. DIF will retain ownership rights over such information and will share only such portions of the Personal Information as it deems fit.
- c. DIF is not liable in any manner whatsoever for the loss, damage (whether direct, indirect, consequential or incidental) or harm caused to you by the misuse of your Personal Information by a third party who is not an employee of DIF.
- d. Notwithstanding anything contained herein or any other contract between you and DIF, DIF reserves the right to disclose any Personal Information about you without notice or consent as needed to satisfy any requirement of law, regulation, legal request or legal investigation, to conduct investigations of breaches of law, to protect the Site, to protect DIF and its property, to fulfil your requests, to protect our visitors and other persons and if required by the policy of DIF.

### 8. Security

- a. DIF endeavours to use up-to-date security measures to protect your Personal Information. The Site is a VERISIGN approved site.
- b. DIF however does not make any express or implied warranty with respect to the security measures that it may employ from time to time for the protection of the Personal Information.

### 9. Links to other Websites

a. The Site contains links to other websites for the benefit of it's visitors. This Privacy Policy does not apply to such other websites. DIF is not expressly or impliedly responsible for, or liable to any loss or damage caused to you by the collection, use and retention of Personal Information by such website in any manner whatsoever. It is important that you review the privacy policies of all websites you visit before you disclose any information to such websites.

# 10. Variation of the Privacy Policy

a. DIF shall be absolutely entitled at its sole discretion from time to time add to, alter, delete or modify any of the terms and conditions contained herein. Such changes, additions, alterations, deletions or modifications shall be binding on you once you visit the Site after the Privacy Policy has been so amended.

#### 11. Copyright Protection

a. All content on this Site including graphics, text, icons, interfaces, audio clips, logos, images and software is the property of DIF and/or its content suppliers and is protected by Indian and international copyright laws. The arrangement and compilation (meaning the collection, arrangement, and assembly) of all content on this Site is the exclusive property of DIF and protected by Indian and international copyright laws. Permission is given to use the resources of this Site only for the purposes of making enquiries, making a donation or placing an order for the purchase of DIF products. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance, of

the content on this Site can only be made with the express permission of DIF. All other trademarks, brands and copyrights other than those belonging to DIF belong to their respective owners and are their property.

# 12. DIF Donation Refund Policy

- a. DIF takes the utmost care to process donations as per the instructions given by our donors, online and offline. However, in case of an unlikely event of an erroneous donation or if the donor would like to cancel his donation, DIF will respond to the donor within 7 working days of receiving a valid request for refund from the donor. The timely refund of the donation will depend upon the type of credit card/banking instrument used during the transaction. The donor will have to send DIF a written request for a refund within 2 days of making the donation to DIF's **official address** or email devlopindia@gmail.com along with-
  - 1. Proof of the deduction of the donation amount.
  - 2. In cases where the donation receipt has already been issued to the donor, the donor will have to return the original receipt to us at our office addresses.
  - 3. If the tax exemption certificate is already issued, then we are sorry but we will not be able to refund the donation. However, in case of a valid refund request due to any error on DIF's part, DIF will refund the donation and bear the costs of the same.
  - 4. International donations will need minimum 10 days for the refund process.