

GENERAL TERMS & CONDITIONS OF WEBSITE

About Us:

We are a multidisciplinary charitable non-profit organization empowering and impacting unprivileged lives vide our thematic verticals aligned to the United Nations SDG/s 1 to 5, 8 & 17.

1. Purpose of the Policy:

Access to and use of this site ('hhfngo.org') is provided by Helping Hand Foundation subject to the terms set out as hereunder:

Please read through the whole of these terms of use, and our privacy policy, before using this website. This T&C/s are applicable to every users of this website. Accessing any part of this website constitutes your agreement to be bound by these terms of use and acceptance of our privacy policy regardless of whether or not you choose to register with us for the purposes of carrying out any transactions as donations. Please note paragraph 1.3 below since it allows us to amend these terms of use and our privacy policy at any time without prior notice. As a condition to the use of this website, the user also warrants us that the user will not use this website for any purpose that is unlawful or prohibited by law and/or these General Terms and Conditions.

Certain provisions of these terms of use may be superseded by expressly designated legal notices or terms located on particular pages of this web site.

If you do not accept these terms of use, do not use this website.

Those users who register with us to use one or more of the transactional areas of our website have particular responsibilities and their specific attention is drawn to paragraph 6 of these terms of use.

Introduction :

1.1 You may access most areas of this website without registering your details with us. Certain areas of this site are only open to you if you register. Any personal information you supply to us when you use our website will be used in accordance with our privacy policy.

1.2 By accessing any part of this website, you shall be deemed to have accepted these terms of use and our privacy policy in full. If you do not accept them in full, you must leave this website immediately.

1.3 We may make improvements or changes to the information and services on our website, or terminate our website, at any time without prior notice. We may also modify these terms of use and our privacy policy at any time without prior notice, and every such modification will be effective immediately upon posting of the modified terms of use and/or the modified privacy policy on our website. Your continued use of our website is deemed to be your acceptance of the modified terms of use and/or the modified privacy policy. You should, therefore, review this page regularly to ensure that you are aware of all improvements, changes and modifications made.

2. Data and information:

2.1 Unless otherwise stated, the data and information you can access on this website has been developed and compiled by us or one of our licensors and as such is protected by copyright, database and other laws concerning intellectual property. All rights in relation to such data and information (as well as in relation to the organization and layout of our website and the underlying software code) are reserved by HHH and its licensors.

2.2 The download licence is personal, non-exclusive and non-transferable and is given on the following basis:

(a) no documents or related graphics on this web site are modified in any way;

(b) no graphics on this website are used separately from accompanying text; and

(c) copyright and trade mark notices and this permission notice appear in all copies.

2.3 Except as provided in paragraphs 2.2 you may not otherwise access, download, copy or use any of the data or information on this website, and under no circumstances may you sell it or otherwise seek to turn it to account, directly or indirectly. Similarly, except as provided in those paragraphs, no part of this website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission or that of the relevant licensors.

2.4 The data and information is provided by HHH and its licensors at no cost to users of this site on an "as is" basis, to provide information about HHH, philanthropy generally, methods of charitable giving, the companies which have

information about themselves for this site and to facilitate the building of relationships between donors and companies. HHF and its licensors may make changes to such data and information at any time without notice

Given the basis on which the data and information is being provided:

- (a) No commitment is given to update the data and information on this website nor is any assurance given that it is accurate, complete or up-to-date; and
 - (b) to the maximum extent permitted by law, we provide you with this web site on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this provision might have effect in relation to this website.
- 2.6 Users of this site should also note that the inclusion on this site of data or information about companies or other third parties, or links to their web sites, does not in any way constitute an endorsement by HHF of any such company or third party, whether as to its financial condition or prospects, its charitable or other status, its continuance in good standing or its aims and objectives. We do not verify any of the data and information made available by such companies and third parties either on this site or on their own websites, the responsibility for that data and information remaining with those companies and third parties.

3. Availability of access:

- 3.1 While we endeavor to ensure that this website is normally available 24 hours a day, we shall not be liable if for any reason it is unavailable at any time or for any period.
- 3.2 Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance, upgrade or repair or for reasons beyond our control.

4. Website material and user conduct:

- 4.1 Other than personally identifiable information, which is covered under our privacy policy, any material you transmit or post to this website shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We shall be free to edit, copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from this website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, misleading, fraudulent, unlawful, constitute a contempt of court or otherwise be prejudicial to the administration of civil or criminal justice; or
- (b) that is in breach of any third party's intellectual or other property rights or interests;
- (c) which may cause annoyance or inconvenience; or
- (d) for which you have not obtained all necessary licences and/or approvals; or
- (e) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in India or any other country in the world; or
- (f) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3 You may not misuse the website (including, without limitation, by hacking) and may only use the website for lawful and proper purposes, in compliance with all applicable laws, regulations and codes of practice and otherwise in accordance with the other provisions of these terms of use.

4.4 Without prejudice to paragraphs 4.2 and 4.3, by accessing our web site you undertake that you will not:

- (a) use our website in a manner which causes or may cause any infringement of the rights of any other;
- (b) use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of our website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;
- (c) deface, alter or interfere with the front end 'look and feel' of our website or the underlying software code; or

(d) take any action that imposes an unreasonable or disproportionately large load on our website or related infrastructure.

4.5 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of any of paragraphs 4.2 to 4.4 inclusive.

5. Links to and from other web sites:

5.1 Links to third party websites on this website are provided solely for your convenience. If you use these links, you leave this web site. We have not reviewed these third party websites and does not control and is not responsible for those websites, their content or availability, and in particular We are not responsible for any information, goods or services contained, offered, described or made available on, or accessible through, those websites or by any means referred to on those sites. We therefore do not endorse or make any representations about those websites, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked or accessible through those that is linked to this website, you do so entirely at your own risk.

5.2 If you would like to link to or otherwise make use of any part of this website, you may only do so subject to the following conditions unless in any particular case our express prior written permission is obtained.

(a) you do not remove, distort or otherwise alter the size or appearance of any graphics or logos;

(b) you do not create a frame or any other browser or border environment around this website;

(c) you do not in any way imply that we are endorsing any products or services other than its own;

(d) you do not misrepresent your relationship with us nor present any other false information about us;

(e) you do not otherwise use any trade or service marks displayed on this web site without prior express written permission from us;

(f) you do not link from a web site that is not owned by you; and

(g) your web site does not contain the sort of content that is described in paragraph

5.3 (a) – (e) inclusive above, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

If you wish to link to or otherwise make use of any part of this website on any other basis, or you are unsure whether your proposed linking arrangements will contravene these terms of use please contact us.

5.4 We expressly reserves the right to revoke the right granted in paragraph 5.2 if at any time we in our absolute discretion considers a link is:

(a) inappropriate or controversial; or

(b) for breach of these terms and in either case we may take any action as deems appropriate.

6. Responsibilities of transactional users

6.1 Users who have registered to undertake transactions on one or more areas of our website must at all times safeguard their personal login details (e.g. user id, passwords, login and access codes and PIN numbers). For example, such users should ensure that third parties do not overlook them when logging on to transact any business. Such users must not disclose their login details to any other person nor with multiple users on a network except as may be expressly permitted pursuant to the terms of use applicable to the transactions for which the user has registered.

Responsibility for the security of all your login details rests with you

6.2 If you are registered as described in paragraph 6.1, it is important you understand that you are responsible for the accuracy and genuineness of all instructions and information sent to us, from login to log-off. This means that you must ensure that all instructions and information are carefully checked before being sent to us. It is also important that you read the information provided on the transactional web pages that you are registered to use. That information explains the fees and charges payable for the transactions concerned, any deductions that will or may be applied and the circumstances in which funds you send may not be applied as you have instructed.

6.3 This site is as secure we can make it by using encryption technology and adopting security and anti-virus practices routinely used and adopted as a matter of good practice by other financial services businesses in the UK. Nevertheless, it is important you understand that every internet site, every computer that connects to the internet and all internet communication is susceptible to attack by computer hackers and the ever-increasing variety and sophistication of computer viruses. We will do all it reasonably can to protect this site and all internet

communications passing between us and users, but it cannot be held responsible for any losses fairly attributable to a user's failure to take its own reasonable precautions to prevent interception of or interference with any such communications (including, without limitation) failure to use and keep up to date firewalls and anti-virus software on the user's own computers or computer systems.

7. Sanctions for breach of these terms of use

- 7.1 Where we believe, in our absolute discretion, that you are in breach of any of these terms and conditions we will be entitled without prior notice to deny you further use of our website and/or to remove from our website all information you have made available on or through our website. If we take either or both of these courses of action our doing so will in all instances be without prejudice to any of our other rights, at law or otherwise.
- 7.2 You agree to indemnify and keep us indemnified from and against any and all actions, proceedings, costs, claims, damages, losses and expenses of whatsoever nature and howsoever arising as a result of or in connection with any breach by you of these terms and conditions, including any failure to indemnify us as required by this provision.

8. Exclusion of liability:

- 8.1 Helping Hand Foundation, its licensors (whether or not involved in creating, producing, maintaining or delivering this website), and the trustees, officers, directors, employees, contractors, staff, volunteers or agents of each of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this website in any way.
- 8.2 Or in connection with the use, inability to use or the results of use of this website, any websites linked to this website or the material on or accessible through such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or from any websites linked to this website or from any websites accessible through those that are linked to this website.

8.3 Nothing in these terms of use shall exclude or limit our liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the prescribed law of India); or
- (b) fraud; or

(d) any liability which cannot be excluded or limited under applicable law.

8.4 If your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. Entire agreement :

These terms of use, together with our terms of use for credit and debit card / online transfer donations contain all the terms of your agreement with us relating to your use of our website. No other written or oral statement, whenever made (including statements in any brochure or promotional literature or materials published by us), will be incorporated.

10. Governing law and jurisdiction :

Your use of our website, any information downloaded from it and the operation of these terms and conditions will be governed by and construed in accordance with the laws of India and you agree to submit to the exclusive jurisdiction of the Indian Courts in relation to any action, proceeding, claim, dispute or difference arising out of your use of our website or otherwise in connection with our website.

Use of this site is provided by Helping Hand Foundation subject to the following Terms and Conditions:

Your use constitutes acceptance of these terms and conditions as at the date of your first use of the site.

Helping Hand Foundation reserves the rights to change these terms and conditions at any time by posting changes online.

Your continued use of this site after changes are posted constitutes your acceptance of this agreement as modified.

You agree to use this site only for lawful purposes, and in a manner which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the site by any third party.

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Any communication or material that you transmit to, or post on, any public area of the site including any data, questions, comments, suggestions, or the like, is, and will be treated as, non-confidential and nonproprietary information.

If there is any conflict between these terms and conditions and rules and/or specific terms of use appearing on this site relating to specific material then the latter shall prevail.

These terms and conditions shall be governed and construed in accordance with the laws of India. Any disputes shall be subject to the exclusive jurisdiction of the Courts of India.

Indemnification :

User will on demand indemnify and hold harmless Helping Hand Foundation, its affiliates and their respective current, future or former trustees, staff, volunteers, officers, directors, employees, partners, agents, contractors, licensors, licensees, suppliers and their successors or assigns, from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees) incurred by any of them , and, if directed by Helping Hand Foundation, shall defend Helping Hand Foundation against (i) all claims that any information, data or other materials provided or

Published by user in connection with the website or these General Terms and Conditions, or use thereof by any its affiliates and their respective current, future or former officers, directors, partners, employees, agents, contractors, licensors, licensees, suppliers and their successors or assigns of Helping Hand Foundation, infringes, misappropriates or otherwise violates any patent, trademark, copyright, trade secret or other intellectual property, proprietary or privacy right of a third party, or that violates any law, rule or regulation; (ii) all claims arising from fraud, intentional misconduct, criminal acts or gross negligence by the user; and (iii) all claims otherwise arising due to a failure by the user to comply with any of these General Terms and Conditions.

If these terms and conditions are not accepted in full, the use of this site must be terminated immediately.

Changes To this policy

As and when the need arises, Helping Hand Foundation may alter its privacy practices in accordance with the latest technology and trends. We strive to provide you with timely notice of these changes. You may reach out to us if you have any queries about any changes made to our practices.

“END OF POLICY”

Last Reviewed on dt: 01.04.2022

Approved by : Chief Functionary & Board of Trustees

Place : Uttan, Mira Bhayander