

## TERMS & CONDITIONS

**WOCKHARDT FOUNDATION**, (herein after referred to as 'Foundation') is a Public Trust based in India, registered under Bombay Public Trust Act, 1950 and having its registered office at Wockhardt Towers, Bandra Kurla Complex, Bandra (East), Mumbai - 400051.

A Donor must properly read through and understand the terms and conditions mentioned herein below and accordingly undertake the process of registration for donation activity on the Website of Foundation. Donor is advised to read through and understand Privacy Policy terms and conditions of Foundation.

A Donor willing to make donation to the Foundation must complete a registration process, as required by Foundation Website. A Donor must submit all the Information as required for the process of Registration, including but not limited to contact information, like name, age, address, email address, contact number (hereinafter 'Registration Data'). This will enable Foundation to prepare record of User / Donor or interested Donor, as case may be.

Donor must provide accurate and complete information as sought in the Registration process. The Registration Data pertaining to any Donor shall stand generated with the Foundation, only on the basis of the details / information as disclosed or shared by the Donor and the Foundation has neither any obligation nor any means to ascertain the authenticity of any such information of the Donor. Foundation website shall record the Donor's information on its Registration portal on as is basis and Donor herewith undertakes to submit accurate and true information in course of the Registration process.

Foundation sincerely encourages Donor's discretion in determining the amount to be donated to the Foundation. Donor is advised to meticulously enter the donation amount and then reconfirm the donation amount by re-entering the amount figures in the requisite portions of the Online Registration/Donation Form as on the Foundation Website.

To donate online, a User must have requisite and accurate financial & related information for online transaction (such as a credit card / debit card number, card expiration date, CVV / PIN No., online 3D secure transaction password, date of birth or any other information as mandated by User's Bank for conducting online banking transactions) ('referred to as 'Online Transaction Information'). However, User's shall not be required to share / disclose any of its Online Transaction Information on the Foundation's Website. Once a User confirms his willingness to donate by clicking on to the '**Proceed to Donate**' option on the Foundation Website, the Foundation's Website

shall immediately divert such User to another website being a third party payment gateway operator/Bank.

Third party payment gateway operator/Bank shall be independently be responsible to manage and guide the User for making online donation transaction through the Bank Account / Credit Account of User. Foundation hereby declares that Foundation shall have no control on any of the online payment transaction/s of User, affected on or through websites of third party payment gateway/s of Bank. Since Foundation do not control websites of third party payment gateway operator/Bank, Foundation encourage User to review the privacy policies of these third party payment gateway operator/Bank sites. For any online transaction related issues / queries on the third party payment gateway operator/Bank sites, Donor is sincerely advised to immediately seek assistance or guidance from the helpdesk / customer care support of such third party payment gateway operator/Bank.

Foundation will not collect User Online Transaction Information from any third party. The Online Transaction Information are collected only by third party payment gateway operator/Bank. Foundation is not warranted and shall not store any such Online Transaction Information. Foundation will only store User's Name, related contact information, amount donated by the User and all other information which User shall provide strictly on the Foundation Website.

User is sincerely advised to meticulously use their Online Transaction Information and subject to abidance to the terms and conditions as stipulated on the third party payment gateway operator/Bank website. The Online Transaction Information being highly sensitive information, Donor's are advised to mindfully secure the same. In the interest of safety, Donor is also strictly advised to user Donor's Personal laptops/computers only for the purpose of conducted online donation.

**Payment Confirmation and Donation Receipt** - Foundation shall arrange to issue every successful Donor, with an acknowledgement towards 'Receipt of Donation' for an amount that Foundation actually receives from the Donors Bank. Such Receipt of Donation shall be consequent to donation transaction happening positively on the website of third party payment gateway/s of Bank and not otherwise. The Receipt of Donation may either be sent through email with 48 working hours of successful donation. If a Donor wants physical copy of the Receipt of Donation, then the same will be sent to the mailing address of the Donor.

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**Liability Limitations** - Foundation shall not be responsible in any manner whatsoever, for any loss or damage caused to the Donor consequent to any leakage or theft or wrongly processing or misuse of data, of the Donor, on part of or by virtue of any negligent act/omission of the third party payment gateway operator/Bank. Donor is advised to directly resolve/litigate with the third party payment gateway

operator/Bank, any disputes, arising out of or related to the issues as covered in this clause.

In no event will the Foundation be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this website, any websites linked to this website, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

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**Refund Policy** - Donations transactions made online are not refundable, except those donation transactions, which occur due to error in software or the processing. Refund of donation amount will be effected only, if error in software or the processing is confirmed by the third part payment gateway operator / Bank and not otherwise. Refund will be made only on or after minimum 15 business days from the date of such donation getting credited to the Foundations account. Any request for refund can be made by way of written email to [helpdesk@wockhardtfoundation.org](mailto:helpdesk@wockhardtfoundation.org), within 24 hours of donation transaction on part of the Donor. Refund will be made only by way of Cheque and on deducting of charges of payment gateway operator / Bank, as applicable.

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**Use of Registration Data** - Foundation may use the Registration Data, as stored with the Foundation, to communicate with the Donor when Foundation want to give feedback or Foundation may have questions/concerns/comments with respect to the Donations done by the Donor. Subject to Donor's consent, as opted while filling the Registration Form, Donor's Registration Data may be shared with third party payment gateway operator/Bank, if the same is sought for purpose of audit or as part of any regulatory compliance on part of with third party payment gateway operator/Bank. Foundation shall store the Registration Data strictly subject to confidentiality obligations on its part.

Foundation may provide Registration Data or any part thereof to respond to subpoenas, court orders, or legal process, or to establish or exercise Foundations legal rights or defend against legal claims. Further, Foundation believes it is necessary to share Registration Data or any part thereof, in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, and situations involving potential threats to the physical safety of any person, violations of Foundations right or as otherwise required by any Law.

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**Applicability of Law** - Since the Foundation is a Public Trust based in India and constituted as per the Laws of India and that the Foundation website maintained in India, Donor herewith agrees that the donation transaction made herewith by / for the Donor shall be deemed to be subject to Indian Laws and Courts in India shall exclusive Jurisdiction with respect issues / disputes related to or arising out of the donation done by the Donor.

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**Concluding Statement** - Donor has agreed to donate only on satisfying him/her on the social welfare activities conducted by the Foundation, after reading through & understanding terms conditions above and his/her decision to donate is wilful and based on free consent.

# Wockhardt Foundation Privacy Policy

This Website is owned and operated by Wockhardt Foundation. We recognize that visitors to our site may be concerned about the information they provide to us and how we treat that information. Wockhardt Foundation is committed to ensuring that your privacy is protected. This Privacy Policy addresses those concerns. This policy may be changed or updated from time to time. You should check this page from time to time to ensure the same. This policy is effective from 1<sup>st</sup> December 2013.

If you have any questions about our Privacy Policy, you may contact us at:  
Wockhardt Foundation,  
Wockhardt Towers,  
Bandra Kurla Complex,  
Bandra East,  
Mumbai - 400051,  
Ph: 91-022-26596125,  
E-mail: [helpdesk@wockhardtfoundation.org](mailto:helpdesk@wockhardtfoundation.org)

## Personal Information

Wockhardt Foundation uses its best efforts to respect the privacy of its online visitors. At our site, we do not require you to register or provide information to us in order to view our website. Wockhardt Foundation only gathers personally identifiable data, such as names, addresses, zip/postal codes, e-mail addresses, etc., when voluntarily submitted by a visitor. For example, we ask for personal information on our online donation pages, and use this information to acknowledge receipt of your donation for tax purposes. Wockhardt Foundation does not sell or trade such information collected to third parties. We will not share personally identifiable information with any third parties unless authorized by the person submitting the information or as required by law/permission.

## Credit Card Information Security

Wockhardt Foundation uses industry-standard Secure Sockets Layer (SSL) encryption to protect the security of your transaction and the confidentiality of your personal information. This makes it extremely difficult for anyone else to intercept the credit card information you send to us. Credit card information is not sold or traded to any third parties, unless required by law. If you still have concerns about the security of your credit card information, contributions may also be made by calling 022 - 26596125, or by sending personal checks or money orders to:

Mr. D. Pamu,  
Wockhardt Foundation,

Wockhardt Towers,  
Bandra Kurla Complex,  
Bandra East,  
Mumbai - 400051,  
Ph: 91-022-26596125,  
E-mail: [helpdesk@wockhardtfoundation.org](mailto:helpdesk@wockhardtfoundation.org)

## **Security**

We ensure that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

## **Donations**

The visitor has to give information on our donation form. A visitor must provide contact information (such as name, e-mail and mailing address) and payment information (such as credit card number and expiration date). This information is used for billing purposes and for sending receipt of the donation. If we have trouble processing a donation, the information is used by us to contact the visitor. If the visitor has given permission for the information's release, the visitor's name and contact information may be shared with carefully selected organizations and charities we feel our donors would want to know about. Where requested, we will provide information on larger donations to appropriate charities and donors for tax purposes. Financial and credit card information are NEVER released.

## **Opt-Out**

If you supply us with your postal address or e-mail address on-line you may receive periodic mailings from us with information on our programs and services. If you do not want to receive postal mail or e-mail from us in the future, please let us know by sending email to us at: ([helpdesk@wockhardtfoundation.org](mailto:helpdesk@wockhardtfoundation.org)) or writing to us at the above address and telling us that you do not want to receive postal mail or e-mail from us. Some mailings are prepared well in advance, so please allow up to three months for your request to be properly reflected on our mailing lists.

## **Cookies**

Visitors should be aware that non-personal information and data may be automatically collected by Wockhardt Foundation's Website through the use of cookies. Cookies are small text files a Website can use to recognize repeat visitors, facilitate the visitor's ongoing access to and use of the site, and allow a site to track usage behavior and compile aggregate data that will allow content improvements. Cookies are not programs that come onto a visitor's system and damage files. Generally, cookies work by assigning a unique number to the visitor that has no meaning outside the assigning

site. If a visitor does not want information collected through the use of cookies, there is a simple procedure in most browsers that allows the visitor to deny or accept the cookie feature. Wockhardt Foundation uses cookie technology only to obtain non-personal information from its online visitors in order to improve visitors' online experience and facilitate their visit within our site.

### **External Links**

This website may contain links to other sites. Unless we expressly state otherwise, Wockhardt Foundation makes no representations whatsoever concerning the content of those sites. The fact that Wockhardt Foundation has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks associated with using any information, software, or products found on the Internet, and Wockhardt Foundation cautions you to make sure that you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. In addition, we encourage our users to be aware when they leave our site to read the privacy statements of each and every website that collects personally identifiable information. These other sites may collect or solicit personal data or send their own cookies to your computer. Please be aware that Wockhardt Foundation is not responsible for the privacy practices of other websites. Please check the privacy statements of these other sites for more information about their policies on collection and use of personal information.

### **Notification of Changes**

If we decide to change our privacy policy, we will post those changes to this privacy statement so our visitors are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We will use information in accordance with the privacy policy under which the information was collected. If, however, we are going to use visitors' personally identifiable information in a manner significantly different from that stated at the time of collection we will notify visitors via e-mail and won't disclose this information unless express information is granted. However, if visitors have opted out of all communication with the site, or deleted/deactivated their account, then they will not be contacted, nor will their personal information be used in this new manner.

### **Sharing**

**Legal Disclaimer** Though we make a good faith effort to preserve visitor privacy, we may need to disclose personal information when required by law, wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process served on our website.

## **Links**

This website may contain links to other websites of interest. Please be aware that once you have used these links to leave our website you should note that we, do not, have any control over and are not responsible for the content or privacy practices of such other websites. We encourage our visitors to be aware when they leave our site they are required to read the privacy statements of each and every website they visit. This privacy statement applies solely to information collected by this website.

## **Interactive Features**

From time to time our site request information from visitors via interactive features, such as surveys or quizzes. Participation in these features is completely voluntary and the visitor therefore has a choice whether or not to disclose this information. The requested information typically includes contact information (such as name and e-mail), and information on the visitor's interests. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site and providing pertinent information to participants. Visitors' personally identifiable information is not shared with third parties.

## **Referrals**

If a visitor elects to use our referral service for informing a friend about our site, we ask them for the friend's name and e-mail address. Wockhardt Foundation will automatically send the friend a one-time e-mail with an introduction to Wockhardt Foundation and an invitation to visit the site. The one-time e-mail will include the name of the person making the referral. Wockhardt Foundation stores this information for the sole purpose of sending this one-time e-mail and tracking the success of our referral program. The friend may contact Wockhardt Foundation at unsubscribe ([helpdesk@wockhardtfoundation.org](mailto:helpdesk@wockhardtfoundation.org)) to request the removal of this information from our database.