

## **DISCLAIMER**

Your access to and use of this website ([www.ambulanceaccessforall.in](http://www.ambulanceaccessforall.in)) referred to as "Site" is subject to the 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and conditions and acknowledge that any other agreements between you and Ambulance Access for All Foundation (AAAF) are superseded and of no force or effect.

Any contribution on our website, by an individual, should not be construed as an investment in any form whatsoever. We do not provide any financial return in any form whatsoever, including but not limited to financial securities (debt or equity), interest, dividend, profit share, rewards in cash, to individuals who contribute to us directly and / or on Ketto.org and / or through any other platform / medium.

For the purpose of these terms of use, wherever the context so requires 'You' or 'User' shall mean any natural or legal person which shall include both donors / contributors and Users of the Site as and where applicable and to be understood so. The term "we", "us", "our" shall mean AAAF and the term "you" and your referred to herein shall deem to mean the User.

## **TERMS OF SERVICE / AGREEMENT**

This Terms of Service Agreement (the "Agreement") is between you ("you") and Ambulance Access for All Foundation, India.

AAAF is a registered "Not for Profit Organization", established in 2005, with the intention of providing world class ambulance service based on technology and trained professionals irrespective of income class in India.

Life Supporters Institute (LIHS) is a registered "Not for Profit Organization", established in 2005, with the mandate to conduct emergency and critical care education and to create a cadre of trained pre hospital healthcare professionals to raise funds for the welfare of ambulance crew and their families.

April – June 2020 Fund Raise - The current initiative / fund raise is to support healthcare and ambulance workers who are more prone to get infected while working on the frontline in the battle against Corona. The funds raised will be used to support the frontline healthcare workers to meet medical and other emergencies, both Covid-19 related and otherwise, of themselves and their immediate family members.

AAAF and LIHS are leaving no stone unturned in trying to include as many individuals and organizations to raise funds for frontline healthcare and ambulance staff and their family's welfare. The key beneficiaries of this fund raise will be the frontline healthcare and ambulance workers.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

### **1) Principle Rules**

For the purpose of this Agreement the term “Campaign” shall mean the initiative by AAAF to raise funds to provide for medical and other emergency support to frontline healthcare and ambulance staff and their families who are at risk of being infected due to transfer of patients of Covid-19 and other patients during the Covid-19 pandemic.

### **2) Eligibility:**

You are eligible to make a donation towards the campaign, subject to these terms and conditions if,

- (i) you have attained the age of majority i.e. eighteen (18) years.
- (ii) you are a company / partnership / proprietorship / not for profit registered under the laws of India and resident (for applicable laws) in India
- (iii) you are any other entity duly registered / incorporated under the laws of India and resident (for applicable laws) in India
- (iv) you are a resident in India at the time of Donation towards the Campaign
- (v) you are making the donation in Indian Rupees

### **3) Acceptance of Terms and Supplementary Terms:**

AAAF accepts the donation subject to this document, including the privacy policy and any additional guidelines, rules, terms and conditions, each of which is available in the website of AAAF or the campaign page on Ketto.org or any other platform / medium through which the campaign reaches you.

By making / donating a payment to this campaign, you acknowledge and agree that you are an individual and that you are accepting this Agreement and are bound by this Agreement or that you are an individual accepting this Agreement on behalf of an agency or entity, and you warrant that you have the legal right to accept this Agreement on behalf of such agency or entity and that the agency or entity will also be bound by this Agreement.

You also acknowledge and agree that AAAF retains control over the donated funds and that you have no right or authority over the funds so donated.

AAAF holds the discretion to modify the users terms and conditions if need be. However, it shall be effective immediately on posting it in this section whenever it happens. You agree to review this agreement periodically to ensure you are aware of any changes.

You acknowledge and agree that a printed version of this Agreement and / or any electronic communication from AAAF shall be admissible in judicial or administrative

proceedings based upon or relating to this Agreement and / or your use of the Site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### **4) Personal Information:**

AAAF's use of personal information collected from and about you in connection with your donation is governed by our privacy policy, and which is incorporated by reference into this Agreement as a Supplementary Term. By providing this personal information, subject to the terms of the privacy policy, you grant to AAAF a perpetual, irrevocable, transferable, worldwide, royalty-free license to use, reproduce and store, and subject to your privacy preferences, to display, publish, transmit and distribute such information in connection with the operation of the Site or other platforms and / or mediums used by AAAF.

#### **5) Payments towards Donation:**

For the purpose of collecting donations in INR, AAAF shall each have bank account with HDFC Bank ("Bank") in its name for the purposes of collecting all the donations towards the Campaign. For avoidance of doubt, it is clarified that the donations raised in the campaign shall be used only for the purpose of the Campaign.

##### **Modes of payment:**

The donations towards the Campaign shall be made in the name of AAAF commencing from 22<sup>nd</sup> April 2020 till to 31<sup>st</sup> May 2020 ("Period"). Donation can be made in the following modes:

- a) Payment Via Cheque - During the Period, you can make Donations via cheques in favour of "Ambulance Access for All Foundation". You are also required to provide your name, mobile number, PAN Card number on the backside of the cheques and drop the cheque at the nearest branch of the Bank.
- b) Online Payment - Donors can make payment through online transfer during the Period by logging on to AAAF website, and following the instructions therein to make the Donations upon which the Donor shall be redirected to website of the Bank to complete the Donation transaction. The Donations received through this payment mechanism shall be directly deposited into the Campaign Account.

You understand and agree that in addition to these Terms and Conditions, the Donor shall also be bound by the terms and conditions of the Bank Website and / or any additional payment gateway service provider while making Donations towards AAAF on the Bank Website and / or once he / she has been redirected away from the AAAF Website. You also understand and agree that the personal or sensitive personal information provided by you on such third party websites shall be subject to the terms of such third party websites and AAAF shall not be liable for the same.

In case of any network failure and / or technical failure in accessing the AAAF Website and / or Bank Website and / or unclear network, breakdown of machinery, disruption of network and/or for any reasons whatsoever, AAAF reserves the right to at its sole discretion to cease accepting Donations you, in any manner as it may deem fit and necessary. In addition to the aforesaid, AAAF shall not be liable and / or responsible in any manner whatsoever in the event of any malfunction / fault / failure / disruption while making Donations on the Bank Website and / or in the internet / network services / system failure / due to technical / technological restrictions and / or due to reasons / events / incidents beyond commercially reasonable control of AAAF and you shall hold harmless AAAF, its trustees, employees, officers, volunteers or any other person in relation to the Campaign with respect to the same. Any dispute in connection to the above shall be settled between the you and the Bank Website directly, without involving AAAF in any manner whatsoever.

- c) Payment Through UPI or Wallets – Donors can make donation through of UPI or e-wallet towards the Campaign. For avoidance of doubt, it is clarified that for the purposes of making the contribution towards the Campaign, you shall be bound by the terms and conditions of the respective UPI service provider or the respective e-wallet service provider. Any dispute in connection to the above shall be settled between you and the concerned service provider directly, without involving AAAF.

AAAF shall not be responsible in the event Donations are not processed and / or received due to any technical error of any nature whatsoever. For purposes of these Terms and Conditions, “receipt / processing” of a Donation occurs when the Bank Website server records the Donation information upon the Donor clicking “Donate / Submit / Process” button. Any automated receipt confirmation and / or deduction of the said amount from your bank account does not constitute proof of actual processing/receipt by the NGO. For the avoidance of doubt, by submitting the Donation, you are representing that the Donation or contents thereof are not confidential or comprise any sensitive personal information.

## **6) General Information:**

- a) You may download, display or print information from this Site (the “Information”) solely for non-commercial personal use.
- b) The Site & certain services will be accessible to users of the website as identified in the Registration Forms or relevant sections. All user information provided to us, including without limitation the information on the Registration Forms, must be current, accurate, and complete. If we at any time discover any error or omission in the information you provide to us, we may, at our option, terminate the right to access and use the site by any user. The user is responsible for the acts or omissions by the use of the site, and for any damages incurred by the user as a result thereof.

- c) You as the user and AAAF as independent contractors, it is clarified that no agency, partnership, joint venture, employee-employer, franchiser-franchisee or other business relationship is intended or created by this Agreement.
- d) AAAF shall make all possible attempt to use the funds for the benefit of healthcare and ambulance workers, however AAAF reserves the right to use the funds for any other purpose as well as permitted by the objectives of the foundation and statutes.
- e) Contributions must be your own, they must be civil and tasteful, they must not contain any unlawful or objectionable content and they must not infringe the law.
- f) AAAF will not be responsible or liable to any user of the website or its services for any direct, compensatory, indirect, incidental, consequential, special, and exemplary or punitive damages for any reason such as use of content, services, errors, inaccuracies, omissions, defects, or any other causes.
- g) The User has to agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys arising from or incurred as a result of, or in any manner related to.
- h) AAAF does not guarantee continuous, uninterrupted or secure access to our services, and operation of our site may be interfered with by numerous factors outside of our control.
- i) Our failure to act with respect to a breach by the user or others does not waive our right to act with respect to subsequent or similar breaches.
- j) This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.
- k) When you use any of the services provided by us through the Website, including but not limited to, (e.g. Reviews, Comments, Feedback, etc), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Agreement and shall be considered as part and parcel of this Agreement. We reserve the right, at our sole discretion, to change, modify, add or remove portions of this Agreement, at any time without any prior written notice to you. It is your responsibility to review the Agreement periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting this Agreement, You also accept and agree to be bound by the AAAF Privacy Policy.

## **PRIVACY POLICY**

This Privacy Policy covers the information AAAF collects from the user(s) ("User(s)" and/or "You") of [www.ambulanceaccessforall.in](http://www.ambulanceaccessforall.in) and how AAAF handle and / or deal in the personal information provided by you in the course of the use of the website by You. This Privacy Policy should be read in conjunction with the Terms and Conditions Agreement available on [www.ambulanceaccessforall.in](http://www.ambulanceaccessforall.in). This Privacy Policy is deemed to be effective as of 22<sup>nd</sup> April 2020 and shall be effective till it is changed.

By registering on the Website, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the Terms of Use. This Privacy Policy determines, inter alia, how we deal in and/or handle the personal information provided by you, the purposes for which we may use such personal information, correction of inaccuracies in the personal information by you, withdrawal of consent to use personal information by you.

The website is owned by AAAF for the purpose of the management, operation and development of the website and the provision of services to you. Providing information to us is your choice. You always have the ability to opt-out of receiving communications from us.

### **Collection of Information and its use:**

The information which you may provide to us or which we may collect is or could be as follows:

Details for your registration which might include details such as your name, age, gender, location/pin code, email address, mobile number and the password provided by you ("Personal Information"). You may note that we will take and ensure reasonable security measures to protect your personal information from being exposed or disclosed to anyone including being disclosed on the Website;

Details of the computer system or computer network which you use to visit the Website and undertake any activity on the Website; and

Any other information which whether individually or in combination with any other information is capable of identifying you.

For the purposes of this Privacy Policy, the term "Personal Information" shall not include any information which is not capable of identifying you either individually and/or in combination with any other information.

Our primary purpose in collecting information from you is to allow you to use the Website along with the various services and products available on the Website. We may also use the information for transactional emails or to provide you with information, direct

marketing, online and offline advertising and other materials regarding products, services and other offers from time to time in connection with AAFF. This information is collected through the use of server log files and tracking technologies to collect and analyze certain types of technical information and may include cookies and web beacons.

### **Consent to Personal Information:**

You hereby consent to the collection, storage, use, disclosure, transfer, of the personal Information by AAFF for the purposes of this Privacy Policy. You hereby agree and acknowledge that the collection, storage, use, disclosure, transfer, of the personal information by AAFF under the terms of this Privacy Policy is for a lawful purpose and is necessary for the provision of services to you on the Website.

You further understand, agree and acknowledge that your personal information may be classified as sensitive personal information such as your password, age, physiological details, sexual orientation, bank account and credit card details, under applicable laws as is considered necessary by AAFF to provide access to various services on its Website to you and for your usage of the Website.

AAFF cooperates with mandated Government and law enforcement agencies or with any third parties to enforce and comply with the law. We will disclose any information about you to Government or law enforcement officials or private parties as We, in our sole discretion, believe necessary or appropriate to respond to claims and legal processes, to protect the property and rights of AAFF or a third party, to protect the safety of the public or any person, or to prevent or stop any illegal, unethical or legally actionable activity. AAFF may also provide your personal information including any sensitive personal data or information to various tax authorities upon any demand or request from them. You understand and agree that AAFF may provide and/or disclose your personal information or sensitive personal information to such third parties as it deems fit, such as press, news media, local authorities for the bonafide purpose of, inter alia, investigation into any User Content uploaded on the Website.

AAFF may sell, transfer or otherwise share some or all of its assets, including your personal information including any sensitive personal data or information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy, on happening of such events we will ensure that the personal information including any sensitive personal data or information you have provided through the Website is stored and used by the transferee in a manner that is consistent with this privacy policy.

### **Changes in Privacy Policy:**

From time to time we may update this privacy policy. Your continued use of the Website constitutes an acceptance of the then-current Privacy Policy and Terms and Conditions Agreement, so we encourage you to visit this page periodically to review any changes.

### **Third party websites:**

We may provide links / information relating to third party websites to you for your use and convenience. In the event that you choose to access/ use such third party websites, you agree and acknowledge that the privacy policy and terms of use of such third party websites shall be applicable to the access and use of such third party websites by you. You hereby agree and acknowledge that we shall not be responsible and/or liable for any personal information and / or sensitive personal data or information collected by such third party websites from you.

**Contact Us:**

If you have any questions about this Privacy Policy, the practices of AAAF or your dealings with the Website, you can contact us via the links at the website or by writing to us at [contactus@ambulanceaccessforall.in](mailto:contactus@ambulanceaccessforall.in)