

Privacy Policy

Updated on 06 Sep 2020

Your use of the website of Tranquil Charitable Foundation (TCF) (“we” “our” “us” “TCF” “Entity”), that is hosted as ‘https://www.tranquilcharity.org’ (hereinafter collectively referred to as “Website”) and any of the interfaces, services, features, content or applications offered through its Website (hereinafter collectively referred to as “Services”) are governed by this privacy policy (“Privacy Policy”).

When you use the Website and/or the Services, you are consenting to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in this Privacy Policy. For the purpose of this Privacy Policy, wherever the context so require, “you” shall mean any natural or legal person who has through their access and use of the Website, accepted this Privacy Policy and the Terms of Use. It is hereby clarified that these Terms of Use apply to all users of the Services including the text, software, scripts, graphics, graphics interchange formats, photos, sounds, music, videos, audio visual combinations, interactive features and other materials you may view on, access through, or contribute to the Services. By visiting this Website, you agree to be bound by the terms and conditions of this Privacy Policy. In the event you are not agreeable with the terms and conditions hereof, you are requested to refrain from the use of this Website.

This Privacy Policy shall, at all times be read and construed in consonance and along with the Terms of Use as mentioned in this Website. This Privacy Policy is subject to change at any time without notice and we encourage you to review this Privacy Policy periodically. This Privacy Policy highlights *inter alia* the type of data shared/collected from you in the course of your usage of the Website and/or the Services.

The Privacy Policy further intends to apprise you of the purposes for which your data is collected and the Website’s policy with regard to sharing such personal information with third party entities. This is the legal basis upon which we process your personal information as well. It is necessary for the performance of our obligations under the Terms of Use. All defined terms used within this Privacy Policy but not specifically defined herein shall draw their meaning from the definition ascribed to such term under the Terms of Use.

ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS HEREUNDER, SO PLEASE READ THESE TERMS CAREFULLY BEFORE PROCEEDING.

1. Collection and Use of Information:

Users of the Website may be required to provide personal and non-personal information (“Information”), like - a) your name, b) email address, c) sex, d) age, e) credit card or debit card details g) your occupation, interests, and the likes.

In connection with certain aspects of the Services, we may request, collect and/or display some of your personally identifiable information (“Personal Information”). All required information is service dependent and we may use the above said user information to, maintain, protect, and improve its services (including advertising services, conduct and administer any contest, or promotion you have entered) and for developing new services. We recommend you use your device’s standard keyboard whenever entering credit/debit card numbers, passwords or other sensitive information. If you enter any of this information into the Entity’s content library search input area, Entity will receive it. Entity uses reasonable efforts to remove this type of information from its records, but cannot guarantee that it will be able to do so. At any point, you have an option to deactivate your account.

We *sometimes* send you information within the Website using what are called push notifications. You may at any time opt-out from receiving such notifications by turning them off in your settings on the device you use to access the Website.

2. Duration:

Your Personal Information will not be kept for longer than is necessary to fulfil the specific purposes outlined in this Privacy Policy (“Defined Period”), and to allow us to comply with our contractual and legal requirements. Any data we do hold onto will be anonymous, personally identifiable information such as your name, address, date of birth and email ID will be deleted after a Defined Period. The rest of

the data is therefore anonymous and may be used to analyze general market and Website trends but without an identifiable personal information.

When you request that we delete your personal information or your account, we will take commercially reasonable steps to remove it from our active databases but will keep original information consistent with our business practices (e.g. for purposes of dispute resolution, enforcement of agreements, complying with legal requirements, enforce our Terms of Use and any other applicable terms and policies, including for investigations of potential violations, record keeping, backup, and document retention). Copies of some materials such as log records may remain in our database but are disassociated from personal identifiers. In any case, we will not retain or use your personal information longer than necessary for the purposes outlined in this Privacy Policy.

3. Aggregated and Anonymized Information:

We may share with third parties or/and use aggregate user statistics and other data which does not identify you specifically. We may combine this information with that of other users of our Websites and share or provide this information in aggregated and anonymized form with third parties such as universities, service providers, subject matter experts or use the same for product enhancements and developments. We may at any point anonymize personal information to make sure that such information is can no longer be related back to you. We do all this to help us improve the design and delivery of our Websites and to assist in research and development.

4. Cookies:

To improve the responsiveness of the sites for our users, the Website and third parties with whom we partner, may use cookies, pixel tags, web beacons, mobile device IDs, “flash cookies” and similar files or technologies to collect and store information with respect to your use of the Services and third-party websites. We want to inform you that whenever you use our Service, in a case of an error in the Website we may collect data and information (through third party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol (“IP”) address, device name, operating system version, the configuration of the Website when utilizing our Service, the time and date of your use of the Service, and other statistics. To modify your cookie settings, please visit your browser’s settings. By using our Services with your browser settings to accept cookies, you are consenting to our use of cookies in the manner described in this section.

We may also allow third parties to provide audience measurement and analytics services for us, to serve advertisements on our behalf across the Internet, and to track and report on the performance of those advertisements. These entities may use cookies, web beacons, SDKs and other technologies to identify your device when you visit the Website and use our Services, as well as when you visit other online sites and services. We do not control their process of collection use and storing of information. Website does not currently honor “Do Not Track” signals.

5. Links to Other Sites:

Our policy discloses the privacy practices for our own Website. Our Website provides links to other websites also that are beyond our control. We shall in no way be responsible for your use of such links and sites.

6. Information Sharing:

We do not share Personal Information with any third party without obtaining prior consent of the user except in the following limited circumstances:

(a) If you shared the content with another user of our Services or if you are creating published collections of the Content, your account name and profile will be associated with the Content you upload, will be visible to anyone who views the Content you have uploaded, and may be visible to the public. In addition to any information you may elect to place in your account profile, your account profile will also include certain information regarding your use of the Services, including but not limited to the Content collections you have published, number of other users you follow, and the number of users who follow you.

(b) When it is requested or required by law or by any court or governmental agency or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offences. These disclosures are made in good faith

and belief that such disclosure is reasonably necessary for enforcing these Terms; for complying with the applicable laws and regulations.

(c) With our service providers or our affiliated companies in order to provide and distribute the Services and their functions, the Website, its other services, and related services and support; to complete billing and payment for them; or to collect information and communicate with you as described above.

(d) In connection with the transfer, sale, merger or reorganization of all or any relevant portion of its business or assets to or with any third party.

7. Information Security:

We understand the importance of security and protection of the Information provided by and/or collected from you. Pursuant to the same, we shall make the best efforts to ensure protection of Information by use of such security measures and programs that it may deem fit for the purpose to protect the Information against any unauthorized, illegal and fraudulent use of such Information by third parties. We shall adopt appropriate encryption and security measures to prevent any hacking of your Information and third parties. The Website shall use the Information collected from you in accordance with Applicable laws including but not limited to the IT Act and the rules made thereunder and use the data only for the purpose for which it was furnished.

Entity shall endeavor to safeguard the confidentiality of your Personal Information, however, the transmissions made by means of the Internet cannot be made absolutely secure by the Website. You agree and acknowledge that the Website shall not be liable for disclosure of any Information due to errors in transmission or any unauthorized acts of third parties. We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store personal data. We cannot guarantee the security of our database.

Any information you include in a posting to the discussion areas is available to anyone with Internet access. The Website shall use the Information collected from you in accordance with Applicable laws including but not limited to the IT Act and the rules made thereunder and use the data only for the purpose for which it was furnished.

Notwithstanding anything to the contrary, Entity shall not be held responsible for any loss, damage or misuse of the Information caused to you, if such loss, damage or misuse is attributable to an event beyond the control of or is not attributable to Entity or a force majeure event. You agree and acknowledge that the Entity shall not be liable for disclosure of any Information due to errors in transmission or any unauthorized acts of third parties.

8. Force Majeure:

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, inducement of any virus, Trojan or other disruptive mechanisms, any event of hacking or illegal usage of the website, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause beyond our reasonable control.

9. Managing Your Information:

If for any reason you wish to access, view, correct, or update personal information collected about you, simply access your Website account and edit your personal information, if such edit option is available or if account was created.

10. Grievance Redressal:

You may, report violation of breach of privacy, Information or identify theft or grievances in relation to the Information shared, collected, stored or disseminated in accordance with this Privacy Policy, by writing an email to tranquifoundation@gmail.com