



PRIVACY POLICY

Welcome to Ilika Foundation along with its associated sub-domains, sites, services and tools (as applicable) (collectively, “**Platform**”), owned by Twelve Ten Empowering Possibilities Foundation, a Section 8 company incorporated under the Companies Act, 2013 and having its registered office address at Flat No. 4, Nirmal Building, North Avenue Road, Santacruz (West), Mumbai – 400054 (“**Ilika**”). Ilika is engaged in the business of providing scholarships, mentorship, tools, networks, and opportunities to students from underserved communities, that help them pursue degrees, build careers, and transform their futures.

Ilika is committed to respecting your online privacy and recognizes your need for appropriate protection and management of any information you share with Ilika on the Platform. This privacy policy (“**Policy**”) explains how Ilika will collect, use, share and process information in relation to the services provided on the Platform.

By accepting this Policy through an affirmative action, you provide free, specific, informed, unconditional and unambiguous consent to Ilika and understand and agree to the collection, use, sharing and processing of Personal Information as described herein. If you provide Ilika with Personal Information about someone else, you confirm that: (a) such information is accurate and up-to-date; (b) such person is aware that you have provided their information; and (c) they consent to both the disclosure and the use/processing of their information in accordance with this Policy. This Policy applies to all the current and former visitors, users and others who access this Platform.

1. SCOPE

- 1.1. This Policy is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and the rules made thereunder. This Policy does not require any physical, electronic or digital signature.
- 1.2. By agreeing or accessing or using the Platform, giving us your information or otherwise clicking to accept this Policy, if and when prompted on the Platform, you undertake that you have the capacity to enter into a legally binding contract vide. this Policy, which constitutes a legally binding document between you and Ilika under the applicable law, in particular, the Indian Contract Act, 1872. Ilika will collect and process your personal information and third-party data carefully, only for the purposes described in this Policy and only to the extent necessary as defined herein and within the scope of the applicable legal regulations. This Policy seeks to ensure that any personal information or third-party information handled by Ilika is managed in a way that is ethical, compliant and adheres to best industry practices.
- 1.3. Please read the terms and conditions of this Policy carefully, before accepting the same and/or accessing or using this Platform. By accessing or using the Platform including its services or otherwise clicking to accept this Privacy Policy, if and when prompted on the Platform, you agree to the terms of this Policy. If you are accepting this Policy on behalf of another person or legal entity, you represent and warrant that you have full authority to bind such person, or legal entity to these terms. If you are accepting this Privacy Policy on behalf of a child or a person with disability, you represent and warrant that you are a parent or legal guardian of such a child or a person with disability, as the case may be.
- 1.4. This Policy describes the types of information Ilika collects, why and how Ilika uses the information, with whom Ilika shares it, and the choices you can make about Ilika’s use of the information. This Policy also describes the measures Ilika takes to protect the security of the information and how you can contact Ilika about its privacy practices.
- 1.5. This Policy describes Ilika’s current data protection policies and practices and may be amended/updated from time to time. Ilika will notify you at least once in a year, or whenever there is a change in the Policy, by email or by posting a conspicuous notice on the Platform regarding its then applicable data protection policies. The Policy shall come to effect from the date of such update, change or modification. It is recommended that you regularly check this Policy to apprise yourself of any updates. Your acceptance or continued use of Platform



or provision of data or information thereafter will imply your unconditional acceptance of such updates to this Policy.

2. CONSENT

By performing the affirmative action, as deemed fit by Ilika, you freely, unconditionally, unambiguously and expressly consent to Ilika's use and disclosure of your Personal Information (as defined below), including SPDI (as defined below), and third-party information in accordance with this Policy. If you do not agree with the terms of this Policy, please do not accept this Policy or use the Platform.

3. TYPES OF INFORMATION

- 3.1. Personal Information is defined as any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.
- 3.2. **Personal Information:** Personal Information means any information that may be used to identify an individual, including, but not limited to, the first and last names, physical temporary and personal address, telephone number, date of birth, age, gender, e-mail address, or any other contact information, financial information including bank account details, credit/debit card details or such other payment information (as the case may be) ("**Personal Information**"). Further, Sensitive Personal Data or Information ("**SPDI**") of a person includes Personal Information about that person relating to: passwords, financial information (bank accounts, credit and debit cards or other payment instruments), and physical information. Ilika limits the collection of Personal Information to that which is necessary for its intended purpose.
- 3.3. **Non-Personal Information:** Non-personal information means information that does not specifically identify an individual or business, but includes information from you, such as your browser type, the URL of the previous websites you visited, your Internet Service Provider (ISP), operating system and your Internet Protocol (IP) address. Ilika may gather any non-personal information regarding how many people visit the Platform, the pages they visit, their IP address, and the type of browser they used while visiting the Platform, versions, time zone settings and locations, operating systems, applications installed on your device, device ID, device manufacturer and type, device, connection information, screen resolution, usage statistics, default communication applications, and other technology on the devices you use to access the Platform. Such information shall also include all such Personal Information collected and stored by Ilika that undergoes the process of de-identification and is no more identifiable to you or any natural person ("**Non-Personal Information**"). Ilika may also collect Non-Personal Information that you voluntarily provide, such as information included in response to a questionnaire or a survey conducted by Ilika.
- 3.4. **Business Information:** Business Information means any information that may be used to identify an individual's business, including but not limited to the name and address of the entity, brand name of the entity, date of incorporation, e-mail address of the entity, contact information of the registered office, company identification number (CIN), GST Number, AADHAR verified signature, authorised signatory, authorised dispatch person, warehouse details, financial information including bank account details and cancelled cheque, PAN details, names of the directors and such other information ("**Business Information**").
- 3.5. **Usage Information:** Usage Information includes without limitation all data and information collected automatically through the Platform (or through the third party analytics service providers), by use and access of the Platform in the nature of system administrative data, statistical and demographical data, and operational information and data generated by or characterizing use of the Platform including without limitation Non-Personal Information, cookies, Platform traffic, time spent on the Platform, number of visits to the Platform and other similar information and behaviour indicating the mode and manner of use of the Platform ("**Usage Information**").
- 3.6. Personal Information, Non-Personal Information, Business Information and Usage Information hereinafter shall be referred to as "**Information**".

4. COLLECTION OF INFORMATION

- 4.1. Ilika may collect Information from you when you: (a) register on the Platform; (b) update or change personal details in your account; (c) use the Platform for any of the services being offered thereon (including, when you report a problem with the Platform and/or the services); (d) voluntarily participate in campaigns conducted by Ilika on the Platform or respond to questionnaires published by Ilika on the Platform (if any); (e) voluntarily complete a customer survey or provide feedback on any of our message boards or via e-mail in relation to



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the products or services provided on the Platform or submit comments on the Platform; and (f) when you carry out transactions on the Platform.

- 4.2. You hereby acknowledge and agree that all Information is provided by you to Ilika voluntarily and the Information provided by you is not subject to any undue influence.
- 4.3. Ilika may use cookies to monitor the Platform usage in accordance with paragraph 11 of this Policy including, without limitation, to provide useful features to simplify your experience when you return to the Platform, like remembering your login id, your cart details, Information and to deliver relevant content based on your preferences, usage patterns and location.
- 4.4. You are also required to provide your billing address as well as credit/debit card details which may be aligned with third party payment wallets. Ilika will use this Information only for processing your requests, and billing purposes. For your convenience, Ilika or an authorised payment gateway saves the billing information and remembers certain details of the payment choices made by you in the event you would like to carry out any other transaction on the Platform again.
- 4.5. Ilika may also collect Non-Personal Information or Usage Information based on your browsing activity and in relation to your use or access to the Platform like your browser type, your Internet Protocol (IP) address, your operating system, your prior search results etc., which may or may not be publicly accessible.
- 4.6. Information collected by Ilika from a particular browser or device may be used with another computer or device that is linked to the browser or device on which such information was collected.
- 4.7. You may use the Platform without providing Ilika any Information about yourself. However, you may not be able to access certain services of the Platforms in case you choose to do so.

5. USE OF INFORMATION

- 5.1. Ilika uses the Information you provide to: (a) manage your account (including, maintenance of records of payments and other transactions that take place under your account on the Platform); (b) fulfil your requests for the products and services offered on the Platform; (c) respond to your inquiries about its offerings and the transactions carried out on the Platform; (d) provide you with information about products and services available on the Platform and offer you other products and services that Ilika believes may be of interest to you; (e) resolve any glitches on the Platform including addressing any technical problems; (f) improve the services and content on the Platform and your experience of navigating through the Platform and carrying out transactions on the Platform; and (g) manage Ilika's relationship with you.
- 5.2. Ilika may use the Information to monitor your use of the services and may review and analyse the Information provided by you to provide you with customized service.
- 5.3. Ilika may use your Non-Personal Information or Usage Information for internal business purposes, such as data analysis, research, developing new products and/or features, enhancing and improving existing products and services and identifying usage trends.
- 5.4. Subject to and in accordance with applicable laws, Ilika has the right to use your Information for the purpose of conducting promotional/marketing related activities on the Platform, including but not limited to, using your Personal Information for making posters/banners to promote the services of Ilika.
- 5.5. When you send an email message or otherwise contact Ilika through its Platform, Ilika may use the Information provided by you to respond to your communication by way of messages on the Platform, Short Message Service (SMS), email or any other communication channels. Ilika may also archive such Information and/or use it for future communications with you to inform you regarding updates, newsletters, offers, new services and promotions.

6. INFORMATION SHARING

- 6.1. Ilika maintains your Information in electronic form on its servers, devices and on the equipment of Ilika's members. The Information is made accessible to members and third-parties only on a need-to-know basis.
- 6.2. Ilika does not rent, sell, or share Information with other people or with other non-affiliated entities, except with your consent, to provide services you have requested for or under the following circumstances:



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- 6.2.1. Ilika may share Information with Ilika's members to contact you via email, phone, or otherwise for the services being availed by you.
- 6.2.2. Ilika may engage third party vendors and/or contractors to perform certain support services, who may have limited access to Information.
- 6.2.3. In order to process your transactions, Ilika may direct you to a payment gateway service provider of its own choice, which may have access to the Personal Information provided by you while making such payment.
- 6.2.4. Ilika may rent, sell or share Non-Personal Information or Personal Information in an aggregate form after it undergoes the process of de-identifications and is no more identifiable to you, with any third party.
- 6.2.5. Ilika may share Information with government authorities in response to subpoenas, court orders, or other legal process; to establish or exercise legal rights; to defend against legal claims; or as otherwise required by law. This may be done in response to a law enforcement agency's request.

7. THIRD PARTY SERVICE PROVIDERS

- 7.1. Ilika may engage third party vendors and/or contractors to perform certain support services for Ilika, including, without limitation, software maintenance services, advertising and marketing services, web hosting services and such other related services which are required by Ilika to provide its services efficiently. These third parties may have limited access to Information. If they do, this limited access is provided so that they may perform these tasks for Ilika and they are not authorized by Ilika to otherwise use or disclose Information, except to the extent required by law. Ilika does not make any representations concerning the privacy practices or policies or terms of use of such websites, nor does it control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by Ilika of the website, the website's provider, or the information on such website.
- 7.2. The Platform may contain links and interactive functionality interacting with the websites of third parties. Ilika is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such websites. Before enabling any sharing functions to communicate with any such websites or otherwise visiting any such websites, Ilika strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party websites.

8. CONTROL OVER YOUR PERSONAL INFORMATION

- 8.1. You have the right to withdraw your consent at any point, provided such withdrawal of the consent is intimated to Ilika in writing through an email at contact@ilikafoundation.org requesting the same. If you at any time wish to rectify your Personal Information, you may write to Ilika as per paragraph 9 of this Policy.
- 8.2. Once you withdraw your consent to share the Personal Information collected by Ilika, Ilika shall have the option not to fulfil the purposes for which the said Personal Information was sought and Ilika may restrict you from using the services on the Platform and/or the Platform itself.
- 8.3. If you wish to delete your account, and thereby discontinue using the services provided by Ilika on the Platform, you may do so at any time, by writing to Ilika at contact@ilikafoundation.org.

9. RECTIFICATION/CORRECTION/ERASURE OF PERSONAL INFORMATION

- 9.1. You shall have the right to review your Personal Information and/or SPDI (as the case may be) submitted by you on the Platform and to modify, correct, erase or delete any Personal Information and/or SPDI (as the case may be), provided by you directly on the Platform. You hereby understand that any such modification or deletion may affect your ability to use the Platform. Further, it may affect Ilika's ability to provide its services to you.
- 9.2. Ilika reserves the right to verify and authenticate your identity and your account Information and/or payment Information in order to ensure accurate delivery of services. Access to or correction, erasure, updation or deletion of your Personal Information and/or SPDI (as the case may be) may be denied or limited by Ilika, if it would violate another person's rights and/or is not otherwise permitted by applicable law.



- 9.3. If you need to update, erase or correct your Personal Information that Ilika may have collected to offer you personalized services and offers, you may send updates, request for erasure and corrections to Ilika at contact@ilikafoundation.org citing the reason for such rectification or erasure of Personal Information. Ilika will take all reasonable efforts to incorporate the changes within a reasonable period of time.

10. TERM OF STORAGE OF PERSONAL INFORMATION

- 10.1. Ilika shall store your Personal Information at least for such period as may be required and permitted by law or for a period necessary to satisfy the purpose for which the Personal Information has been collected. These periods vary depending on the nature of the information and your interactions with Ilika.
- 10.2. Ilika may store Non-Personal Information and Usage Information received from you till such time it requires provided such storage and retention is in accordance with applicable law.
- 10.3. You agree that you will not submit any false information or any illegal or damaging content to the Platform.
- 10.4. Ilika reserves the right to terminate access to or the ability to interact with the Platform in response to any concerns Ilika may have about false, illegal, or damaging content, or for any other reason, in its sole discretion.

11. COOKIES

- 11.1. To enhance your experience with the Platform, many of the web pages use "cookies" and pixel tags and clear gifs on certain pages of the Platform or other tracking technologies to distinguish you from other users of the services and to remember your preferences on the Platform. This helps Ilika to provide you with a good experience when you use the services on the Platform and also allows Ilika to improve such services. Cookies are text files Ilika places in your mobile phone, tablet or other devices to store your preferences. Cookies, by themselves, do not tell Ilika your e-mail address or other personally identifiable information unless you choose to provide this information to Ilika by, for example, registering on the Platform. They are designed to hold a marginal amount of data specific to a particular user and website and can be accessed either by the web server or the user device. However, once you choose to furnish the Platform with personally identifiable information, this information may be linked to the data stored in the cookie. Ilika uses cookies to understand site usage and to improve the content and offerings on the Platform. For example, Ilika may use cookies to personalize your experience on the Platform (e.g., to recognize you by name when you return to the Platform), save your password in password-protected areas, and enable you to use shopping carts on the Platform. Ilika may also use cookies to offer you products, programs, or services. Cookies may be placed on the Platform by third-parties as well, the use of which Ilika does not control.
- 11.2. Session cookies are automatically deleted from your hard drive once a session ends, and most cookies are session cookies. If your browser permits, you may decline the cookies, however, if you decline the cookies, you may be unable to use certain features on the Platform and you may be required to re-enter your password frequently. You may opt to leave the cookie turned on.

12. PROTECTION OF INFORMATION

- 12.1. Ilika has taken adequate measures to protect the security of Information and to ensure that your choices for its intended use are honored. Ilika takes robust precautions to protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 12.2. Ilika considers the confidentiality and security of your information to be of utmost importance. It therefore uses industry standards, and physical, technical and administrative security measures to keep Information confidential and secure and Ilika will not share your Information with third parties, except as otherwise provided in this Policy. Please be advised that, however, while Ilika strives to protect Information and privacy, Ilika cannot guarantee or warrant its absolute security when Information is transmitted over the internet into the Platform. Ilika will periodically evaluate this necessity considering your privacy and our relation while keeping the applicable legislation in mind.
- 12.3. Access to your online account on the Platform is via your Login Credentials which is password protected and this helps to secure your account information. You are solely responsible for maintaining the confidentiality of your Login Credentials. To ensure safety of your Information, you are advised against sharing your Login Credentials with anyone. If you suspect any unauthorized use of your account, you must immediately notify Ilika. You shall be liable to indemnify Ilika for any loss suffered by Ilika due to such unauthorized use of your account.



- 12.4. For any loss or theft of Information, due to unauthorized access to your device through which you use the Platform or other reasons solely attributable to you, Ilika shall not be held liable or responsible under any circumstance whatsoever. Further, Ilika shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond Ilika's reasonable control including but not limited to acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of Internet service or telephone service of the user, etc.

13. MINOR AND USAGE ON BEHALF OF ANOTHER PERSON

Ilika does not intend to attract anyone under the relevant age of consent or person with disability to enter into binding legal contracts under the laws of their respective jurisdictions. Ilika does not intentionally or knowingly collect Personal Information through the Platform from anyone under that age or person with disability. Ilika encourages parents and guardians to be involved in the online activities of minor and person with disability to ensure that no Personal Information is collected from a minor and person with disability without their prior consent. If you are using the Platform on behalf of someone else, including but not limited to, on behalf of your minor child/children/employer or person with disability, you represent and warrant that you are authorised by such person to accept this Policy on their behalf and to consent on behalf of such person to Ilika's use of such person's Personal Information as described in this Policy. If you are accepting this Policy on behalf of a child or person with disability, you represent and warrant that you are a parent or legal guardian of such a child or person with disability, as the case may be.

14. LIMITATION OF LIABILITY

- 14.1. Ilika shall not be liable to you for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of direct or indirect, incidental, economic, compensatory, punitive, exemplary or consequential losses arising out of performance or non-performance of its obligations under this Policy.
- 14.2. Ilika is not responsible for any actions or inactions of any third parties that receive your Information.
- 14.3. Notwithstanding anything contained in this Policy or elsewhere, Ilika shall not be held responsible for any loss, damage or misuse of your Information, if such loss, damage or misuse is attributable to a Force Majeure Event. The term "**Force Majeure Event**" shall mean any event that is beyond the reasonable control of Ilika and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, pandemic or national/state lockdown due to any reason and any other similar events not within the control of Ilika and which Ilika is not able to overcome.

15. OPT-OUT

Once you register as a user on the Platform, and/or use and access the Platform, you may receive communications, including but not limited to emails, Short Message Service (SMS) and phone calls from Ilika on the registered mobile number and e-mails on your registered e-mail address (as applicable). These messages, e-mails and calls could relate to your registration, transactions that you carry out through the Platform and promotions that are undertaken by Ilika and other digital communications. You have the option to 'opt-out' of all Ilika's newsletters and other general email marketing and promotional communications from Ilika by way of links provided at the bottom of the mailers or by contacting the customer service team of Ilika. It is hereby clarified that in the event of such opt-out, communications pertaining to transactions and services shall continue. Ilika respects your privacy and in the event that you choose to not receive such mailers, Ilika shall take all adequate steps to remove you from such lists. However, you will not be able to opt-out of receiving administrative messages, customer service responses or other transactional communications.

16. DISCLOSURE TO ACQUIRERS

Ilika may disclose and/or transfer Information to an investor, acquirer, assignee, or other successor entity in connection with a sale, merger, or reorganisation of all or substantially all of the business or assets of Ilika.

17. GOVERNING LAW AND DISPUTE RESOLUTION

This Policy shall be governed by and interpreted and construed in accordance with the laws of India. The



place of jurisdiction shall exclusively be in Mumbai. In the event of any dispute arising out of this Policy the same shall be settled by a binding arbitration conducted by a sole arbitrator, appointed jointly by both parties and governed by the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue and seat of arbitration shall be Mumbai.

18. GRIEVANCE REDRESSAL MECHANISM

For registering your concerns, complaint or grievances, please write to the below mentioned designated officer of Ilika at the below-mentioned email address in relation to any violation of this Policy or the applicable laws. The designated officer shall redress the concerns, complaint or grievances in accordance with the applicable laws.

Name: Malay Shah
Address: 30A/4, Prabhat Villa, Jitendra Lane, Santacruz (West), Mumbai – 400054
Email ID: contact@ilikafoundation.org
Mobile No: 9870017184

19. CONTACT DETAILS

If you have any questions or concerns about this Policy, you may contact Ilika at contact@ilikafoundation.org.



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