



## About us.

Shakuntala Ltd is a United Kingdom based company. We are starting this website [www.theraingods.info](http://www.theraingods.info) with the intention of providing some basic information about useful things related to our life, health and safety.

One of our major aims is to promote tree plantation and creation of forests and if possible contribute to related charities. The membership contributions shall be primarily used for this purpose.

The information provided on [www.theraingods.info](http://www.theraingods.info) is based on available literature and simple understanding in day today life. It is meant for giving information about our health and safety. Sciences and practices are dynamic process and constantly changing. Readers are advice to check the details before applying to their personal practice or use or society in general. The website owner, editor and authors do not hold any responsibility for any consequences direct or indirect arising out of use of practices mentioned on our website.

Any contribution towards membership is voluntary from your side and is not refundable.

## Full Terms and Conditions:

Shakuntala Ltd. (referred to throughout as "**us**," "**we**," "**our**," etc.) is the owner and operator of the [www.theraingods.info](http://www.theraingods.info). These Terms of Service apply to the [www.theraingods.info](http://www.theraingods.info) website, any subdomains thereof, any API integrations or widgets we offer, and any other website or webpages we own or operate that include a link to this statement (together collectively referred to as the "**Website**"). Any party that accesses, uses, or registers with the Website (such party referred to throughout in the second person "**you**," "**your**," etc.) agrees to be contractually bound by these Terms of Service (the "**Terms**").

Your use of the Website or any of the services or features accessible therein, constitutes your acceptance of the Terms. If you do not wish to use the Website in accordance with the Terms, then you should immediately discontinue using the Website.



## UPDATES TO THE TERMS

**1.0 Updates.** We may update or change the Terms from time to time. Amendments will only apply prospectively. A given amendment will not apply to claims arising before, or arising from facts occurring before, the point in time when that amendment was published to the Website. We will let you know that the Terms have been updated or changed by publishing the date of the last amendment at the top of this page. You agree that this method of notice is sufficient and that you will regularly check these Terms for updates or changes.

## INTELLECTUAL PROPERTY

**2.1 IP Protection.** The Website, its forward facing components (images, designs, text, arrangements of the foregoing, etc.), its various features and services, and all underlying software and code belong exclusively to us. You understand and agree that your use of the Website in no way gives you a right, title, or interest in the Website or our intellectual property. The Website and its various component parts are protected by copyright law, trademark law, trade secret law, and other laws germane to the protection of intellectual property rights.

**2.2 Prohibited Activities.** You agree to use the Website and the features and services provided through the Website only as they are obviously intended to be used. All other uses are strictly prohibited. You agree not to (and not to encourage a third party to) disassemble, reverse engineer, or otherwise attempt to discover, copy, or transmit, any source code underlying the Website or the software, features, or services provided therein.

**2.3 Your Content.** By posting, uploading, or transmitting content or information to, or through, the Website you grant us a nonexclusive, irrevocable, worldwide, sub-licensable (through multiple-tiers), royalty-free license to copy, store, transmit, publish, publicly display, publicly perform, and otherwise use this content or information to operate the Website as we reasonably see fit. You warrant that you have the authority to grant such license.



## **GENERAL USER WARRANTIES**

**3.0 User Warranties.** By accessing, using, or registering with the Website you represent, warrant, and irrevocably covenant that:

You have the authority to enter into this agreement.

Your decision to enter into this agreement and your use of the Website will not violate any applicable law, regulation, or ordinance.

Your decision to enter into this agreement and your use of the Website will not infringe the rights of any third parties.

You will at all times supply truthful and accurate information to us and you will not misrepresent yourself to the public through your use of the Website.

You will never use the Website, or any services we provide to you, in a manner that violates the law or the legal rights of a third party.

You have the consent of a parent or legal guardian if you are under 18 years of age.

## **INTERNATIONAL USE**

**4.0 International Use.** If you choose to use this Website, you are solely responsible for compliance with all applicable local laws and you consent to having your data transferred, processed, and stored in the United Kingdom.

### **Contributions**

**5.0** Your contribution are non-refundable under any circumstances (If you have chosen regular contribution, you have right to cancel it any time, but payments already done cannot be refunded.). Profits from voluntary contributions (Donations) shall be used for plantations of trees and forests including promotion of same. It may be donated for similar purposes.



## **ADDITIONAL POLICIES**

**6.1 Privacy Policy.** You accept our Privacy Policy, please see below.

**6.2 Copyright Policy.** You agree to abide by our Copyright Policy, which you may read in full please see below.

**6.3 Standards of Conduct.** You agree to abide by our Standards of Conduct, which are material terms of your use of the Website. You may view our Standards of Conduct [below](#).

## **AVAILABILITY**

**7.0 Availability of Service.** As the provider of the Website, we reserve the right to discontinue (i) the Website, in whole or in part, (ii) any features or services provided by or through the Website, or (iii) your account with the Website, for any or no reason, without notice to you.

## **LIABILITY**

**8.1 Waiver of Warranties.** We disclaim all warranties, express, implied, statutory, or otherwise, concerning the Website to the fullest extent allowed by applicable law. This waiver includes, but is not limited to, all warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy of information. We make no warranties concerning continuity of service, the security of the Website, or that the Website will be error free. We offer the Website and the features and services contained therein "AS IS" and "WITH ALL FAULTS."

**8.2 Taxes.** You understand that the party you transact with through the Website is the one that sets the tax language in any receipt you receive. We make no representations about the nature of any transaction you make through the Website. Always consult the organization you are transacting with and a qualified financial advisor prior to claiming a deduction on your taxes.

**8.3 Release.** You hereby release us, our successors and assigns, our affiliates, and each of the foregoing's respective directors, officers, employees, and agents (collectively, the "**Releases**") from any and all liability, costs, expenses, losses, damages (including damage to property or personal injury or death), and claims, whether known or unknown, which may arise from (i) you hosting, participating in, attending, or authorizing an event posted on the Website



(including events you authorize your supporters to advertise on the Website) or (ii) from the acts or omissions of third parties you interact with through the Website (collectively the “Released Claims”).

**8.4 Limitation of Liability.** Neither we nor our officers, directors, employees and agents, will be liable to you for special, consequential, indirect, punitive, exemplary or incidental damages (including lost revenues or profits, or loss of goodwill), regardless of the cause, legal theory, or cause of action, even if we have been advised of the likelihood thereof. Our aggregate liability, together with the liability of our officers, directors, employees and agents, arising out of this Agreement and your use of the Website (when aggregated with all other claims against us arising out of this Agreement and your use of the Website), regardless of the type of claim(s) or the nature of the cause(s) of action, will not exceed the greater of (i) one hundred British Pound (£100.00) or (ii) the net amount we have been paid from transaction fees arising from transactions you have made through the Website in the twelve (12) months immediately preceding the event giving rise to your claim(s). You acknowledge that the foregoing limitations are an essential basis of the bargain we have reached and that they will apply notwithstanding any failure of essential purpose of any limited remedy.

**8.5 Indemnification.** You agree to hold the Releases harmless and to defend and indemnify each of them for all costs, expenses (including reasonable attorney's fees), damages, and liability from third party claims, which arise from, or relate to, your use of the Website or your breach of these Terms.

## GENERAL

**9.1 Governing Law.** These Terms will be governed by and construed in accordance with the laws of the United Kingdom.

**9.2 Forum.** The exclusive jurisdiction and venue for any disputes which may arise out of, or relate to, these Terms or your use of the Website will be the Rotherham, South Yorkshire, United Kingdom. You hereby expressly and irrevocably consent to the personal jurisdiction and venue of such courts.

**9.3 No Joint Venture.** These Terms do not create, and shall not be construed to create, a joint venture, partnership, or other formal business relationship between you and us. At all times we shall remain independent contractors with respect to one another.



**9.4 No Assignment.** You have neither the right nor the power to assign your rights under these Terms. Any purported assignment of your rights under these Terms will be NULL AND VOID.

**9.5 Entire Agreement.** These Terms contain the entire agreement between you and us, they are a complete integration of our agreement and supersede and displace any earlier or contemporaneous written or oral negotiations, statements, or agreements purporting to deal with the subject matter hereof.

**9.6 Severability.** If any provision of the Terms is found to be unenforceable, invalid, or illegal by a court of competent jurisdiction, this finding shall not render any other provision of the Terms unenforceable, invalid, or illegal. We both agree that the court will have the authority to modify or replace the unenforceable, invalid, or illegal provision with a valid and enforceable provision that most closely represents our intentions with respect to the invalid, illegal, or unenforceable provision.

**9.7 No Waiver.** Any delay on your part, or on our part, to exercise a right or power granted under these Terms will not be construed as a waiver of such right or power. All waivers must be in writing and a waiver of any particular breach will not be construed as a waiver of any other breach, or any succeeding breach.

**9.8 Survival.** The provisions of the sections of these Terms titled "Intellectual Property," "Liability," and "General" will survive termination.

**9.9 Headers.** The headers contained within these Terms are for convenience of reference only. They should not be interpreted to modify the plain meaning of the various provisions of these Terms.

**9.10 Attorney's Fees.** If a dispute arises out of these Terms or your use of the Website then the prevailing party in any litigation will be entitled to recover all costs and expenses (including reasonable attorney's fees) incurred as a result of that litigation.



## Privacy Policy

Shakuntal Ltd is the owner and operator of the [www.theraingods.info](http://www.theraingods.info) website. This Privacy Policy applies to the [www.theraingods.info](http://www.theraingods.info) website, any subdomains thereof, any API integrations or widgets we offer, and any other websites or webpages we own or operate that include a link to this policy (all of which together are referred to as the "**Website**"). Although we provide shorter answers to privacy questions on the Website in order to be helpful, this Privacy Policy is the exclusive and authoritative source of our privacy practices. Please keep in mind that this Privacy Policy does not apply to other websites, which may be accessible from the Website. External websites may have data collection, storage, and use practices and policies that differ materially from those used by us.

We may update this Privacy Policy from time to time. If we do so, we will notify you by posting the date of the last change or amendment at the top of this page. You agree that this method of notice is sufficient and that you will regularly check this Privacy Policy to see if updates or changes have been made.

### What Types of Information Do You Collect?

**Traffic Data.** As is true of most websites, we automatically collect certain information when you visit our Website. This information includes: (i) IP addresses, (ii) domain servers, (iii) types of computers accessing the Website, (iv) types of web browsers used to access the Website, (v) referring/exit pages, (vi) data about usage patterns throughout the Website (e.g. click rates on different links etc.). Information of this type ("**Traffic Data**") is anonymous information that does not personally identify you but is helpful for us to improve the business performance and user experience of the Website.

**Personal Information.** In order for you to make contributions through the Website, register with the Website, purchase tickets or registrations through the Website, RSVP to free events posted on the Website, or take certain other actions on the Website (e.g. contacting us through forms, etc.) we require you to provide us with information that personally identifies you ("**Personal Information**"). Personal Information includes the following types of data:

- Contact Data such as name, mailing address, e-mail address, and Classy user-name, account number, and password
- Financial Data such as your account or credit card number
- Demographic Data such as your zip code, age, and gender
- Company Data such as your business name, size, and business type
- Activity Data such as your donation history, fundraising history, events attended, etc.



## How do you collect Traffic Data?

As is true of most websites, we use cookies to collect Traffic Data related to the Website. We use another company to place cookies on your computer to compile this non-personally identifiable information so we can aggregate statistical information about usage of the Website.

The Website also contains web beacons, which are electronic images that are used along with cookies to compile statistics so we can analyze how the Website is being used. Our e-mails may also contain web beacons so we can track how many people open the message or click on links within the message. This information helps us improve our communication and marketing efforts.

We use a third party to gather information on how you and others are using the Website. By using this service we are able (for example) to see how many people visited a given page or clicked on a given link. This information helps us optimize the performance of the Website. We also use cookies to serve ads through third party ad network services to people who have visited our Website ("**Retargeting Ads**"). These Retargeting Ads will be viewable on other websites that are part of the ad network. Your browser likely contains controls for deleting or disabling cookies; however, your experience on the Website may be impacted if cookies are disabled.

## Is my Personal Information kept confidential?

Except as otherwise provided in this Privacy Policy, we will keep your Personal Information private and will not share it with other third parties unless such disclosure is necessary to:

- (i) comply with a court order or other legal process,
- (ii) to protect our rights or property, or
- (iii) to enforce our Terms of Service.

Please keep in mind that while we take reasonable precautions to safeguard your Personal Information no amount of protection can guarantee its security.

## How does website use my Personal Information?

We use your information in a variety of ways to help us run the Website. Here are some of the ways we use your information:





To send you receipts

To send you updates about the Website

To send you updates about activity on the Website related to you To send newsletters

To administer your account

To respond to customer service inquiries To

send marketing materials

To improve our Website and marketing efforts To

administer the promotions you have entered

## **How do your email communications work?**

We may send out various emails to clients and others who interact with the Website, such as emails about new blog posts, product releases, or special events or promotions ("**Marketing Emails**"). Contributors that register with the Website will automatically be subscribed to receive certain Marketing Emails. Aside from those registering with the Website, you must opt in to receive Marketing Emails.

Marketing Emails contain an unsubscribe option which you can follow at any point if you wish to stop receiving some, or all, Marketing Emails. If you have received our Marketing Emails mistakenly, or wish to stop receiving them, you can also contact us and we will remove you from our list.

The Website also allows nonprofit clients to send various transactional (e.g. automated donation receipts etc.) and outreach emails (together "**Client Emails**"). Unless such Client Emails are excepted as part of an ongoing commercial relationship, or otherwise, by CANSPAM, they will contain an unsubscribe link.

As part of a contributor client's use of the Website, individual supporters of the contributor may also send emails through the Website ("**Supporter Emails**"). For example, personal fundraisers may send messages to their contacts through the Website in order to ask people to visit their fundraising page and contribute. They may also send emails to update donors or to thank donors for their gifts. Supporter Emails sent through the Website will have an unsubscribe link.

Please keep in mind that, notwithstanding the foregoing, we have no control over emails sent through third party emailing applications.



## **Who has access to my Credit Card Number?**

Your contributions are made through the payment portals like PayPal. We do not keep any records or details of your payments.

## **Who has access to my Personal Information?**

We may share your Personal information with other business partners who assist us in performing core services (such as hosting, data storage, and security) related to the operation of the Website. These business partners only use your Personal Information to perform these core services, which are necessary for the orderly operation of the Website.

## **What other information is public?**

Information you post on event pages, campaign pages, personal fundraising pages, a charity profile, blog posts, or other public pages on the Website can be accessed by other people. You should exercise caution when deciding to share information on public pages. We cannot control who accesses shared information or how other parties will use that information.

## **What are activity feeds?**

Activity feeds are streamed displays of actions occurring on the Website. There are various public activity feeds on the Website. Charity profiles have activity feeds that display activity relevant to each respective charity (e.g. donations to, or ticket purchases from, that organization).

Unless you select the option to donate anonymously, your name and the amount of your donation (or ticket/registration purchase) will be publicly displayed through the relevant charity profile's activity feed and the activity feed of a fundraising or team page

Nonprofits using the Website also have access to certain widgets (widgets are small snippets of code we generate that the nonprofit can then put into another website). These widgets allow a nonprofit to display activity occurring on the Website on the nonprofit's own website, blog, or another website. Unless you donate anonymously, your name and the amount of your donation (or ticket/registration purchase) may be publicly displayed through the activity feed on a widget. If you become a supporter of a nonprofit on the Website, or fundraise for a nonprofit on the Website, your name and picture may also be displayed on a widget. Please keep in mind that we cannot control, where a given nonprofit will embed the widgets we make accessible to it.

## **What do I do if my information is lost or stolen?**

If you know, or suspect, that your credit card, user name, or password has been lost, stolen, or used



without your authorization you need to contact us immediately. Upon notification, we will take reasonable steps to mitigate any damage which may have been caused. You are responsible for the safety and security of your user name and password. You should logout after each session you have with the Website and you shouldn't share this information.

## **Can Children Use this Website?**

Our Website is for a general audience and is not targeted towards children. Children under 13 years of age are prohibited from using the Website per our Terms of Service. If your child has used the Website and submitted Personal Information to us, please contact us and we will endeavor to remove that information from the Website and our database.

### **Standards of Conduct**

You must abide by these minimum Standards of Conduct when using the Website

#### **Intellectual Property Rights**

You will not upload, post, or transmit content or information to (or through) the Website, unless you have the legal authority to do so.

#### **Malicious Computer Code**

You will not upload, or use the Website to distribute, viruses or other malicious forms of computer code.

You will not engage in any behavior intended to interfere with the normal operations of the Website.

You will not use bots, software, or any other automated process to track, monitor, or gather information on, any party visiting or using the Website.

#### **Unacceptable Behavior**

You will not use the Website as a platform for harassing or engaging in abusive behavior towards any other person.

You will NEVER use the Website to engage in any activity that violates the law, including (but not limited to) criminal or tortious behavior.

You will, at all times, use the Website in a manner fully consistent with the legal rights of all other persons and parties.



You will not use the Website to sell goods or in a commercial manner.

### **User Submitted Content**

You understand and agree that we have the right to delete or block publication of any content you might attempt to post or upload to the Website for any or no reason.

You accept sole responsibility for any content you post to, or transmit through, the Website, and for any information or material you share with third parties

You will not post or transmit any inappropriate content or information including (but not limited to): (i) pornography, (ii) content that includes nudity of any kind, (iii) private information about third parties that you do not have consent to share, (iv) violent content or information, (v) any other gratuitous or offensive content or information.

You understand that our removal, or decision not to post, your, or any other user's content, does not constitute tacit assent that we will generally monitor such content.

You will take care to ensure that any content or information you post or share through the Website is in keeping with the respectful and tolerant online community which we strive to maintain.