



Pride Circle is a for-profit Diversity & Inclusion consultancy with a mission to enable & empower organizations to foster LGBT+ Inclusion

PRIVACY POLICY

(Last updated: 10 May 2020)

DISCLAIMER

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By accessing and using this website you accept to indemnify Pride Circle and its affiliates, agents and associates against all losses, damages, injuries and causes of actions that may arise due to you using the services and any claim that may arise as a result of the usage of the services and also where you have not abided by any of the terms and conditions mentioned herein due to which any third party has initiated or intends to initiate action against Pride Circle. No communication from Pride Circle's side whether oral or written creates any warranty, express or implied.

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You agree and accept to hold Pride Circle and all its officers, agents, employees, contractors, consultants, affiliates harmless and indemnified and shall forever keep indemnified them from and against all claims, liabilities and expenses (including but not limited to attorney's fees and court charges) with respect of the services accepted by you. By agreeing to these terms of use, privacy policy and the disclaimer you expressly waive off any right that may arise to you against us. You expressly submit yourself to the jurisdiction of the Bombay High Court, Bombay, India for the purpose of resolving any disputes or claims.

Pride Circle

A unit of Inclusion First Consultancy Pvt Ltd

Pratapgad CHS Ltd Shree Complex Ph-III, Adharwadi Jail Road, Kalyan, Maharashtra, India, 421301

Website: www.thepridecircle.com Email: legal@thepridecircle.com



TERMS AND CONDITIONS

Your Affirmative Act Of Using “Pride Circle” signifies that you agree to the following terms and conditions, you consent to the information practices disclosed in the privacy policy and you consent to receive required notices and to transact with us electronically. if you do not agree, do not use Pride Circle.

1. Alterations To The Terms And Conditions.

We may change these Terms and Conditions at any time. You can review the most current version of these terms by clicking on the "Terms and Conditions" hypertext link located at the bottom of our web page. You are responsible for checking these terms periodically for changes. If you continue to use Pride Circle after we post changes to these Terms and Conditions, you are signifying your acceptance of the new terms.

2. Users.

Certain enhanced services, such as e-mail or online calendars, are available only to registered users of Pride Circle and require you to sign in with a screen name to use them. Your use of these enhanced services as a registered user of the Pride Circle will be subject to the Terms and Conditions for Use, Privacy Policy and Disclaimer.

3. Additional Terms.

Certain areas of Pride Circle, such as sites where you can upload or download files, may include usage guidelines and rules that will supplement these Terms and Conditions. By using those services on Pride Circle, you agree to comply with such guidelines and rules.

4. Electronic Delivery Policy and Your Consent.

You agree that we may provide to you required notices, agreements and other information concerning Pride Circle electronically. We will post the notices on the home page of Pride Circle or on the relevant web page of the applicable service. If you want to withdraw your consent to receive notices electronically, you must discontinue your use of Pride Circle.

5. Right To Change.

We reserve the right to discontinue or change any service or feature on Pride Circle at any time and without notice.

6. Equipments And Expenses.

You must provide at your own expense the equipment and Internet connections that you will need to access and use Pride Circle. You are solely responsible for any costs you incur to access Pride Circle through any wireless or other communication service.



7. Your Responsibilities/Liabilities.

You may use Pride Circle for lawful purposes only. You may not submit or transmit through Pride Circle any material, or otherwise engage in any conduct that:

- A. violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- B. is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts;
- C. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- D. impersonates any person, business or entity, including Pride Circle and its employees and agents;
- E. contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- F. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- G. violates these Terms and Conditions, guidelines or any policy posted on Pride Circle, or interferes with the use of Pride Circle by others.

You may not use Pride Circle in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of Pride Circle. You may not attempt to gain unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce these Terms and Conditions.

8. Spam.

You may not use Pride Circle or any of our communication tools to transmit, directly or indirectly, any unsolicited bulk communications (including e-mails and instant messages). You may not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use Pride Circle to violate the terms of this section. We may terminate your access or use of Pride Circle immediately and take any other legal action if you, or anyone using your access to Pride Circle, violates these provisions. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining with in our computer or communications networks.

9. Proprietary Rights.

We, our suppliers, and our users who lawfully post text, messages, information, software, images, audio and video ("Content") on Pride Circle own the property rights to that Content. The Content is protected by international treaties, and by copyright, trademark, patent, and trade secret laws and other



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proprietary rights. For example, we own a copyright in the selection, organization, arrangement, and enhancement of the Content, as well as in our original Content. The look and feel of our color combinations, button shapes, and other graphical elements on Pride Circle are our trademarks.

10. License To Use.

You may use Pride Circle and the Content offered on Pride Circle only for personal, non-commercial purposes. You may use Content offered for downloading, such as photos and music, for personal use only and subject to the rules that accompany that particular Content. You may not use the Content in a manner that exceeds the rights granted for your use of the Content. You may not use any data mining, robots, or similar data gathering and extraction tools on the Content, frame any portion of Pride Circle or Content, or reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute the Content without our prior written consent. You may not circumvent any mechanisms included in the Content for preventing the unauthorized reproduction or distribution of the Content.

11. Public Accessible Content.

Certain areas of Pride Circle may allow you to post Content that can be accessed and viewed by others, including the public in general. You may only post Content to public areas on Pride Circle that you created or that you have permission to post. You may not post Content that violates these Terms and Conditions. We do not claim ownership of any Content that you may post. However, by submitting Content to public areas of Pride Circle, you grant us, our affiliates, and distributors the right to use, copy, display, perform, distribute, adapt and promote this Content in any medium.

12. Monitor.

You agree that we are not liable for Content that is provided by others. We have no duty to pre-screen Content, but we have the right to refuse to post or to edit submitted Content. We reserve the right to remove Content for any reason, but we are not responsible for any failure or delay in removing such material.

13. Procedure For Making Claims Of Copyright Infringement.

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on Pride Circle in a way that constitutes copyright infringement, please contact us to report possible copyright infringement.

14. Hyperlinks.

Pride Circle may include links to third party websites, including links provided as automated search results. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links do not mean that we endorse these third-party sites or services. You acknowledge and agree that we are not responsible or liable for any Content or other materials on these third-party sites. Any dealings that you have with advertisers found on Pride Circle are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

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15. Use Of Software.

We may make software available for you to download or use. Such software will be subject to the terms of the license agreement that accompanies it. If there is no license agreement presented to you with the software, then the following license, in addition to the other terms of these Terms and Conditions govern your use of such software. We grant you a personal, non-exclusive, non-transferable, limited license to install the software on any single computer. The software is protected by copyright and other intellectual property laws and treaties and is owned by us or our affiliates. You may not sell or redistribute the software. You may not incorporate it or any portion of it into another product. You may not reverse engineer, decompile, or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law). You may not modify, adapt, or create derivative works from the software in any way or remove proprietary notices in the software. You agree to abide by all laws and regulations in effect regarding your use of the software. You may not authorize or assist any third party to do any of the things prohibited in this paragraph.

We may automatically check your version of the software and update it to improve its performance and capabilities. If you shut down the software during an automatic update or otherwise interfere with the installation of the update, the software may be damaged and/or cease to operate.

You agree to fully comply with all import and export laws, regulations, rules and orders.

16. Disclaimer Of Warranties.

We provide Pride Circle “as is”, “with all faults” and “as available.” we make no express warranties or guarantees about Pride Circle. To the extent permitted by law, we and our suppliers and affiliates disclaim implied warranties that Pride Circle and all software, content and services distributed through Pride Circle are merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. We do not guarantee that Pride Circle will meet your requirements, is error-free, reliable, without interruption or available at all times. we do not guarantee that the results that may be obtained from the use of Pride Circle, including any support services, will be effective, reliable, accurate or meet your requirements. we do not guarantee that you will be able to access or use pride circle (either directly or through third-party networks) at times or locations of your choosing. no oral or written information or advice given by pride circle representative shall create a warranty. you may have additional consumer rights under your local laws that this contract cannot change.

17. Limitation Of Liability.

Your exclusive remedy regarding any software provided by us shall be the replacement of any such software found to be defective. Your sole and exclusive remedy for any other dispute with us is to discontinue your use of Pride Circle. In no event shall our liability, or the liability of our affiliates and our suppliers for any and all claims relating to the use of Pride Circle exceed the total amount of service fees, if any, that you paid us during a one-year period for the specific service at issue.

We, our affiliates, and our suppliers shall not be liable for any indirect, special, incidental, consequential or exemplary damages arising from your use of, inability to use, or reliance upon pride circle. These exclusions apply to any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, or any other commercial damages or losses, even if we knew or should have known of



the possibility of such damages. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability, and the liability of our affiliates and suppliers, shall be limited to the extent permitted by law.

18. Indemnification.

Upon a request by us, you agree to defend, indemnify, and hold harmless us and our affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of Pride Circle. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

19. International Use.

We make no representation that Content on Pride Circle is appropriate or available for use in locations outside India and accessing it from territories where the Content is illegal is prohibited. If you choose to access Pride Circle from a location outside India, you do so on your own initiative, and you are responsible for compliance with local laws.

20. Resolving Disputes.

You agree that the laws of Republic of India govern this contract and any claim or dispute that you may have against us will be resolved by the High Court, Mumbai (Maharashtra) and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Please note that by agreeing to these terms and conditions, you are: (1) waiving claims that you might otherwise have against us based on the laws of other jurisdictions, including your own; (2) irrevocably consenting to the exclusive jurisdiction of the High Court, Mumbai (Maharashtra) over any disputes or claims you have with us; and

(3) submitting yourself to the personal jurisdiction of the High Court, Mumbai (Maharashtra) for the purpose of resolving any such disputes or claims.

21. Severability.

This contract and any supplemental terms, policies, rules and guidelines posted on Pride Circle constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

22. Termination.

Your right to use Pride Circle automatically terminates if you violate these Terms and Conditions or any rules or guidelines posted in connection with Pride Circle. We also reserve the right, in our sole discretion, to terminate your access to all or part of Pride Circle, for any reason, with or without notice.



PRIVACY POLICY

This statement relates to our privacy practices in connection with this website. We are not responsible for the content or privacy practices of other websites. Any external links to other websites are clearly identifiable as such.

General Statement

“Pride Circle” fully respects your right to privacy and will not collect any personal information about you on this website without your permission. Any personal information which you volunteer to Pride Circle will be treated with the highest standards of security and confidentiality.

Use

Pride Circle may combine personal information collected from you with information from other services or third parties to provide a better user experience, to provide the services you've requested, that display customized content and advertising including customizing content for you. In case of upgradation of services, research and analysis, technological advancement, where we hire third parties for our aid and assistance, we require that they comply with our privacy policy by taking appropriate confidentiality and security measures. Pride Circle may also share the information with any third party, in limited circumstances, for national security and integrity or on an Order from any Court or competent authority.

Collection And Use Of Personal Information

In order to better provide you with products and services offered on our Site, Pride Circle may collect personally identifiable information, such as your:

- First and Last Name
- E-mail Address
- Contact Number
- Job Title
- Company Name

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services available on the Site. These may include: (a) registering for an account on our Site; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for an event; (d) sending us an email message. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

Collection And Use Of Technical Information

This website does not use cookies, apart from temporary "session" cookies which enable a visitor's web browser to remember which pages on this website have already been visited. Technical details in connection with visits to this website are logged by us and/or our internet service providers for our



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statistical purposes. No information is collected that could be used by us to identify website visitors. The technical details logged are confined to the following items:

1. the IP address of the visitor's web server
2. the top-level domain name used (for example .in,.it, .com, .org, .net);
3. the previous website address from which the visitor reached us as in search;
4. clickstream data which shows the traffic of visitors around this web site (for example pages accessed and documents downloaded)
5. the type of web browser used by the website visitor.

Pride Circle will make no attempt to identify individual visitors, or to associate the technical details listed above with any individual. The technical information will be used only by Pride Circle only for statistical and other administrative purposes. You should note that technical details, which we cannot associate with any identifiable individual, do not constitute "personal data" for the purposes of the Data Protection.

Sharing Information with Third Parties

Pride Circle does not sell, rent or lease its customer lists to third parties.

Pride Circle may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Pride Circle, and they are required to maintain the confidentiality of your information.

Pride Circle may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Pride Circle or the site; (b) protect and defend the rights or property of Pride Circle; and/or (c) act under exigent circumstances to protect the personal safety of users of Pride Circle, or the public.

Use By Children

Pride Circle does not encourage children to access this website. If you are under 18, you may do so with the involvement of a parent or guardian. Pride Circle absolves itself from any liability, damage, harm or loss, if the children falsely represent as being over the age of 18.

E-mail Communications

From time to time, Pride Circle may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. In order to improve our Services, we may receive a notification when you open an email from Pride Circle or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from Pride Circle, you may opt out of such communications by unsubscribing from emails.



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Conditions Of Use And Revisions

As we will attempt to constantly upgrade our website, the terms and conditions and privacy policy will appropriately change. To be abreast about the latest terms and conditions and privacy policy, we expect that you check and visit our website frequently.

Contact Information

Pride Circle welcomes your questions or comments regarding this Statement of Privacy. If you believe that Pride Circle has not adhered to this Statement, please contact Pride Circle at:

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