

## PRIVACY POLICY

**THIS PRIVACY POLICY (“POLICY”) IS AN ELECTRONIC RECORD CREATED AND PUBLISHED IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.**

We are happy to have you here at [www.intellectfinventures.com](http://www.intellectfinventures.com), (“Website”). The Website, mobile-optimized version of the Website and other media formats is owned by **INTELLECT FINVENTURES PRIVATE LIMITED**, a company incorporated under the Indian laws (“hereinafter may be referred to as the “Company” “We” “Us”, and “Our”). The Company is committed to respecting your online privacy and recognizes your need for appropriate protection and management of any information you share with the Company on and through the Website. This Policy explains how the Company will collect, use, share and process information in relation to the services provided on the Website.

This Policy shall be deemed to be incorporated into the terms of use of the Website (the “**Terms of Use**”) and shall be read in addition to the Terms of Use. In the event of any conflict between this Policy and the Terms of Use, the interpretation placed by the Company shall be final and binding on you.

This Policy is being framed in view of the Information Technology Act, 2000 read with Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

By accessing, browsing or otherwise using the Website and/or by giving the Company your information, you expressly agree to be bound with the terms of this Policy. If you do not agree with the terms mentioned herein, please exit this Website and restrict your access. By accepting this Policy, you understand and agree to the collection, use, sharing and processing of personal information as described herein. If you provide the Company 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 Website.

If you are unwilling or unable to be legally bound by this Policy, please do not use the Website. You cannot accept this Policy if: (a) you are not lawfully entitled to use the Website; or (b) if you are not of legal age to form a binding agreement with the Company in accordance with the applicable laws.

### 1. SCOPE OF THIS POLICY

- 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 accessing or using the Website or otherwise giving Us your information, 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 the Company under the applicable law, in particular, the Indian Contract Act, 1872. The Company will collect and process your personal 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 the Company 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 accessing or using this Website. By accessing or using the Website, you agree to the terms of this Policy. If you are

accepting this Policy on behalf of another person or company or other legal entity, you represent and warrant that you have full authority to bind such person, company or legal entity to these terms.

- 1.4. This Policy describes the types of information the Company collects, why and how the Company uses the information, with whom the Company shares it, and the choices you can make about the Company's use of the information. This Policy also describes the measures the Company takes to protect the security of the information and how you can contact the Company about its privacy practices.
- 1.5. This Policy describes the Company's current data protection policies and practices and may be amended/updated from time to time. Any changes to this Policy will become effective upon posting of the revised Policy on the Website. It is recommended that you regularly check this Policy to apprise yourself of any updates. Your continued use of Website or provision of data or information thereafter will imply your unconditional acceptance of such updates to this Policy.

## 2. TYPES OF INFORMATION COLLECTED BY THE COMPANY

- 2.1. **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, address, state, ZIP/Postal code, city, telephone number, mobile number, date of birth, age, e-mail address or any other information. The Company limits the collection of Personal Information which is necessary for its intended purpose.
- 2.2. **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 & version and your internet protocol (IP) address, device location, information about your mobile device including hardware model, preferred language, unique device identifier, information you provide us when you contact Us for help; information you enter into our system when using the Website, such as while asking doubts, participating in discussions and taking tests and any other information you may give on and through the Website. The Company may gather any non-personal information regarding how many people visit the Website, the pages you visit, how long you visited our Website, the date and time you used the Website. The Company may also collect non-personal Information that you voluntarily provide, such as information included in response to a questionnaire or a survey conducted by the Company.
- 2.3. **Usage Information:** Usage Information includes without limitation all data and information collected automatically through the Website (or through the third party analytics service providers), by use and access of the Website in the nature of system administrative data, statistical and demographical data, and operational information and data generated by or characterizing use of the Website including without limitation, Non-Personal Information, cookies, your search queries, comments, search results selected, number of clicks, pages viewed and the order of those pages, error logs, Website traffic, time spent on the Website, number of visits to the Website and other similar information and behaviour indicating the mode and manner of use of the Website.
- 2.4. The Website does not gather any sensitive personal data from you.
- 2.5. Personal Information, Non-Personal Information and Usage Information hereinafter shall be referred to as "**Information**". The Company limits the collection of Information which is necessary for its intended purpose.

## 3. CONSENT

- 3.1. By mere use of the Website, you expressly consent to the Company's use, access, processing and disclosure of your Information and third-party information in accordance with this Policy. If you do not agree with the terms of this Policy, please do not use this Website. Any portion of the Information containing personal data relating to minors provided by you shall be deemed to be given with consent of the minor's legal guardian. Such consent is deemed to be provided by your registration with Us.

#### **4. COLLECTION OF INFORMATION**

- 4.1. The Company may collect Information from you when you (a) fill any details on the Website; (b) use the Website for any of the services being offered thereon; (c) voluntarily participate in campaigns conducted by the Company on the Website or respond to questionnaires published by the Company on the Website (if any); (d) voluntarily complete a customer survey or provide feedback on any of our message boards or via e-mail in relation to the products and services provided on the Website and (e) use or access the Website.
- 4.2. You hereby acknowledge and agree that all Information is provided by you to the Company voluntarily and the Information provided by you is not subject to any undue influence.
- 4.3. The Company may use cookies to monitor the Website usage including, without limitation, to provide useful features to simplify your experience when you return to the Website, like remembering your Information and delivering relevant content based on your preferences, usage patterns and location.
- 4.4. The Company may also collect Non-Personal Information or Usage Information based on your browsing activity and in relation to your use or access to the Website which may or may not be publicly accessible.
- 4.5. Information collected by the Company 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.
- 4.6. You may use the Website without providing the Company any Information about yourself. However, you may not be able to access certain services of the Website in case you choose to do so.

#### **5. USE OF INFORMATION**

- 5.1. The Company uses the Information you provide to: (a) fulfil your requests for the services offered on the Website; (b) respond to your inquiries about its offerings; (c) provide you with information about products and services available on the Website and offer you other services that the Company believes may be of interest to you; (d) resolve any glitches on the Website including addressing any technical problems; (e) improve the services and content on the Website and your experience of navigating through the Website; (f) administer the Website; (g) learn about each user's learning patterns and movements around the Website; and (h) manage the Company's relationship with you.
- 5.2. The Company may use the Information to monitor your use of the Website and may review and analyse the Information to provide you with customized service.
- 5.3. The Company 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, the Company has the right to use your Information for the purpose of conducting promotional/marketing related activities on the Website, including but not limited to, using your Personal Information for making posters/banners to promote the services of the Company.
- 5.5. When you send an email message or otherwise contact the Company through its Website, the Company may use the Information provided by you to respond to your communication. The Company 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. The Company maintains your Information in electronic form on its devices and equipment. The Information is made accessible to employees, agents or partners and third-parties only on a need-to-know basis.
- 6.2. The Company does not rent, sell, or share Information with third parties or with other non-affiliated entities, except with your consent.
- 6.3. The Company may engage third party vendors and/or contractors to perform certain services, who may have limited access to Information.
- 6.4. The Company may share Information with government authorities in response to subpoenas, court orders and/or other legal process, to establish or exercise legal rights; to defend against legal claims; and/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. The Company may engage third party vendors and/or contractors to perform certain support services for the Company, including, without limitation, fulfilment of your requests, software maintenance services, advertising and marketing services, web hosting services and such other related services which are required by the Company 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 the Company and they are not authorized by the Company to otherwise use or disclose Information, except to the extent required by law. The Company does not make any representations concerning the privacy practices or policies or terms of use of such websites/third parties, 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 and with such websites/third parties.
- 7.2. The Website may contain links and interactive functionality interacting with the websites of third parties or third parties including without limitation the payment gateways, advertisements, social media Websites. The Company is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such websites or third parties. Before enabling any sharing functions to communicate with any such websites or otherwise visiting any such websites, the Company strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website.

## **8. DISCLOSURE TO ACQUIRERS**

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

## **9. CONTROL OVER YOUR PERSONAL INFORMATION**

- 9.1. You have the right to withdraw your consent given for the Personal Information at any point, provided such withdrawal of the consent is intimated to the Company in writing through an email at [intellectfinventures@gmail.com](mailto:intellectfinventures@gmail.com) requesting the same. If you at any time wish to rectify your Personal Information, you may write to the Company as per the terms of this Policy.
- 9.2. Once you withdraw your consent to share the Personal Information collected by the Company, the Company shall have the option not to fulfil the purposes for which the said Personal Information was sought and the Company may restrict you from using the services on the Website and/or the Website itself.
- 9.3. If you wish to delete your account, and thereby discontinue using the services provided by the Company on the Website, you may do so at any time, in accordance with the Terms and Condition and/or any other agreement that you may enter into with the Company. In other cases, you may discontinue using the services provided by the Company on the Website by writing to the Company at [intellectfinventures@gmail.com](mailto:intellectfinventures@gmail.com).

## **10. RECTIFICATION/CORRECTION OF PERSONAL INFORMATION**

- 10.1. You shall have the right to review your Personal Information submitted by you on the Website and to modify or delete any Personal Information provided by you directly on the Website. You hereby understand that any such modification or deletion may affect your ability to use the Website. Further, it may affect the Company's ability to provide its services to you.
- 10.2. The Company 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, updating or deletion of your Personal Information may be denied or limited by the Company if it would violate another person's rights and/or is not otherwise permitted by applicable law.
- 10.3. If you need to update or correct your Personal Information that the Company may have collected to offer you personalized services and offers, you may send updates and corrections to the Company at [intellectfinventures@gmail.com](mailto:intellectfinventures@gmail.com) citing the reason for such rectification of Personal Information. The Company will take all reasonable efforts to incorporate the changes within a reasonable period of time.

## **11. TERM OF STORAGE OF PERSONAL INFORMATION**

- 11.1. The Company shall store your 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 Information has been collected. These periods vary depending on the nature of the Information and your interactions with the Company.
- 11.2. You agree that you will not submit any false Information or any illegal or damaging content to the Website. The Company reserves the right to terminate access to or the ability to interact with the Website in response to any concerns the Company may have about false, illegal, or damaging content submitted by you, or for any other reason, in its sole discretion.

## **12. COOKIES**

- 12.1. To enhance your experience with the Website, many of the web pages use "cookies" and pixel tags and clear gifs on certain pages of the Website. Cookies are text files the Company places in your computer's browser to store your preferences. Cookies, by themselves, do not tell the Company your e-mail address or other personally identifiable information unless you choose to provide this information to the Company by, for example, registering on the Website. 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 Company with Personal Information, this information may be linked to the data stored in the cookie. The Company uses cookies to understand site usage and to improve the content and offerings on the Website. For example, the Company may use cookies to personalize your experience on the Website (e.g., to recognize you by name when you return to the Website), save your password in password-protected areas, and enable you to use personalized services on the Website. The Company may also use cookies to offer you products, programs, or services. Cookies may be placed on the Website by third-parties as well, the use of which the Company does not control.
- 12.2. Session cookies are automatically deleted from your hard drive once a session ends, and most cookies are session cookies. In your browser permits, you may decline the cookies, however, if you decline the cookies, you may be unable to use certain features on the Website and you may be required to re-enter your password frequently. You may opt to leave the cookie turned on.

### **13. PROTECTION OF INFORMATION**

- 13.1. The Company has taken adequate measures to protect the security of Information and to ensure that your choices for its intended use are honoured. The Company takes robust precautions to protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 13.2. The Company 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 the Company will not share your Information with third parties, except as otherwise provided in this Policy. Please be advised that, however, while the Company strives to protect Information and privacy, the Company cannot guarantee or warranty its absolute security when Information is transmitted over the internet into the Website. The Company will annually evaluate this necessity considering your privacy and our relation while keeping the applicable legislation in mind. Non-Personal Information will be retained indefinitely.
- 13.3. For any loss or theft of Information, due to unauthorized access to your device through which you use the Website or other reasons solely attributable to you, the Company shall not be held liable or responsible under any circumstance whatsoever. Further, the Company shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond the Company'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.

### **14. MINOR**

The Company does not intend to attract anyone under the relevant age of consent to enter into binding legal contracts under the laws of their respective jurisdictions. The Company does not intentionally or knowingly collect Personal Information through the Website from anyone under that age. The Company encourages parents and guardians to be involved in the online activities of minor to ensure that no Personal Information is collected from a minor without their prior consent. If you are using the Website on behalf of someone else, including but not limited to, on

behalf of your minor child/children/employer, 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 the Company's use of such person's Personal Information as described in this Policy.

## **15. LIMITATION OF LIABILITY**

- 15.1. The Company shall not be liable to you for any loss of profit, anticipated savings, goodwill, reputation 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.
- 15.2. The Company is not responsible for any actions or inactions of any third parties that receive your Information.
- 15.3. Notwithstanding anything contained in this Policy or elsewhere, the Company 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 and/or any third party. The term "Force Majeure Event" shall mean any event that is beyond the reasonable control of the Company 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, epidemic, pandemic or national/state lockdown due to any reason and any other similar events not within the control of the Company and which the Company is not able to overcome.

## **16. OPT-OUT**

Once you fill in the details on the Website, you may receive multimedia text messages as SMS, WhatsApp, Facebook messenger, Instagram, Telegram and phone calls from the Company on the registered mobile number and e-mails on your registered e-mail address. These messages, e-mails and calls could relate to your registration, and promotions that are undertaken by the Company. You have the option to 'opt-out' of all Company's newsletters and other general email marketing communications by way of links provided at the bottom of each mailer. The Company respects your privacy and in the event that you choose to not receive such mailers, the Company 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.

## **17. CHANGES TO THIS POLICY**

The Company reserves the right to update, change or modify this Policy at any time. 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 continued use of the Website or provision of data or Information thereafter will imply your unconditional acceptance of such updates to this Policy.

## **18. GOVERNING LAW**

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 Thane, Maharashtra, India. 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. The venue of arbitration shall be Thane, Maharashtra, India.

## **19. CONTACT DETAILS**

If you have any questions or concerns about this Policy, you may contact the Company at [intellectfinventures@gmail.com](mailto:intellectfinventures@gmail.com).

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