

RAKKSHAK
PRIVACY POLICY

Last updated on: 1st July, 2018

A. Introduction

We, at Rakkshak, respect our Users' privacy and are committed to informing you about how we collect, use and share information about you.

This privacy policy describes our views and practices with respect to information we collect from you or about you, as a visitor of the RAKKSHAK Platform, or as a User registered with us. It applies to all our Services that do not have a separate and dedicated privacy policy applicable to them.

PLEASE READ THIS PRIVACY POLICY CAREFULLY.

IF YOU USE OUR SERVICES, YOU AGREE, ACKNOWLEDGE AND CONSENT TO THE COLLECTION, PROCESSING, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION UNDER THIS PRIVACY POLICY AND AGREE, ACKNOWLEDGE AND CONSENT TO OUR TERMS OF SERVICE, AND ALL OTHER OPERATING AND/OR SUPPLEMENTAL GUIDELINES, RULES, AND PROCEDURES THAT ARE POSTED BY US, AS WELL AS WITH ANY APPLICABLE THIRD PARTY TERMS OF AGREEMENT (TOGETHER, THE "AGREEMENT").

USING OUR SERVICES IS CONDITIONAL UPON YOUR CONSENT TO THE AGREEMENT, WHICH CONSTITUTES A BINDING LAWFUL CONTRACT WITH YOU. SHOULD YOU DISAGREE WITH OUR AGREEMENT OR ANY PART THEREOF, PLEASE DO NOT USE OR ACCESS OUR SERVICES.

THIS PRIVACY POLICY IS INCORPORATED INTO, AND SUBJECT TO, THE TERMS OF SERVICE.

1. Modifications of Privacy Policy

We reserve the right, at our discretion, to change, modify, add or remove portions of this Privacy Policy at any time. You are responsible for checking the Privacy Policy periodically for any changes, as they are binding on you.

Any changes to the Agreement are effective immediately. Your continued usage of our Services after any modification of this Privacy Policy constitutes your binding acceptance of such modification.

For any material changes to the Privacy Policy, we shall make a reasonable effort to provide notice to you of such amended Policy by posting a notice on our website (should you be a visitor), and/or sending you an e-mail at the last email address provided to us by you pursuant to this Agreement (should you be a user).

Disputes arising under this Privacy Policy will be resolved in accordance with the version of the Privacy Policy in place at the time the dispute arose.

2. Definitions

For the purposes of this Privacy Policy:

- (i) *'Personal information'* means any information that may be utilised to identify an individual. Such personal information shall include, but not be limited to, the following types of information: **(i) Name (ii) Age (iii) Location (iv) City of Residence (v) Email Address (vi) Phone Number (vii) Blood Group (viii) Prevailing Medical Conditions (ix) Emergency Contact Details (x) Identity Information (as defined under the Aadhaar Act of 2016)**. Any personal information provided to us shall be processed in accordance with this Privacy Policy.
- (ii) *'Other information'* is any information we collect about our users that is not personal information, including but not limited to their device-specific information, location information, IP addresses, cookies, etc.
- (iii) A *'Cookie'* is a small text file that may be used to collect information about activity on the Rakkshak platform.
- (iv) A *'web beacon'* (also known as a "clear gif" or "pixel tag") is an electronic file that usually consists of a single-pixel image, which can be embedded in a web page or in an email to transmit information.
- (v) A *'Visitor'* is any individual who visits our Website and/or the Rakkshak platform, but does not register with us and does not constitute as a User or a Subscriber.

All other terms utilised within this Privacy Policy shall carry the same meaning as assigned to them within our Terms, unless otherwise specified herein.

B. Information We Collect

Depending on which of our Services are visited, accessed or used by our Users and visitors, we collect both personal information, as well as other information relating to or concerning them. In this regard, kindly note the following:

1. Things You Do & Information You Provide to Us

In order to create an account with us, or to use our Services, you provide us with your personal and/or other information, which constitutes to be our Registration Details. You may give us your personal information directly, for example, when you complete the registration form to create an account with us, correspond with us (for example, by e-mail or chat), use the site to apply or respond to emergency or distress situations, communicate with other Users, enter a competition, promotion or survey, or report a problem with the site.

We collect the content, personal information and other information you provide when you use our Services, including when you use or access our Services, and message or communicate with others. This can include information in or about the content you provide, such as your location during the occurrence of a distress or emergency situation, or your prevailing medical conditions. We also collect information about how you use our Services, such as the types of Services you access or use, or/and engage with, or/and the frequency and duration of your activities.

In general, visitors can visit our website without revealing any personal information about themselves.

2. Things Others do & Information Provided by Others

We receive personal and other information about you, when you use our Services, such as from Third Party Service Providers, or from applicant tracking systems providing us recruitment-related information.

We also work with third parties (including, for example, providers in technical, payment and delivery services, advertising networks, analytics providers and search information providers,) and we may receive information about you from them.

We may also receive any information about you that is available from publicly accessible sources, such as government databases, professional-related news, accomplishments, news mentions, social media activity, etc.

3. *Your Network and Community*

We collect information about the Users you are connected to and how you interact with other Users as well as with our Community Tracking Feature, such as your emergency contact details, the people you communicate with the most or the network you engage with. We also collect contact information you provide if you upload, sync or import this information (such as an address book) from a device.

4. *Information about Payments*

If you use our Services for purchases or any other financial transactions (such as when you subscribe to our Services), we collect information about the purchase or transaction. This includes your payment information, such as your credit or debit card number and other card information, and other account and authentication information, as well as billing, shipping and contact details.

5. *Information from Websites & Apps using our Services*

We collect information when you visit or use third-party websites and apps that use our Services (such as when they offer additional services or use our measurement and advertising services). This includes information about the websites and apps you visit, your use of our Services on those websites and apps, as well as information the developer or publisher of the app or website provides to you or us.

6. *Information from Third Party Service Providers*

We receive information about you and your activities on and off the RAKKSHAK Platform from third-party partners, such as information from a partner when we jointly offer services or from an advertiser about your experiences or interactions with them.

7. *Cookies, Web Beacons and other Similar Technologies:*

We use cookies and other similar technologies to distinguish you from other Users and visitors of our Services. For example, cookies can be used to collect information about your use of the site during your current session and over time (including the webpages you view and the files you download), your operating system and browser type, your internet service provider, your domain name and IP address, the website that you visited before our website, and the link that you use to leave our website.

In addition, our website or the emails that you receive from us may use web beacons. For example, it allows an email sender to determine whether a User or a visitor has opened a particular email.

We also may collect and store information on your device using application data caches and browser web storage (including HTML) or alternative mechanisms and other technology.

Through such technologies, we may automatically receive and record certain details about your use of our Services, including but not limited to, web traffic data, web logs and communication data, details about what jobs a User has applied for and how many Users have applied for a certain job and other information about your activity on our platform. This helps us to provide you with a good experience when you use the site and allows us to improve it.

BY ACCESSING AND USING OUR SERVICES, YOU CONSENT TO THE STORAGE OF COOKIES, OTHER LOCAL STORAGE TECHNOLOGIES, BEACONS AND OTHER INFORMATION ON YOUR DEVICES. YOU ALSO CONSENT TO THE ACCESS OF SUCH COOKIES, LOCAL STORAGE TECHNOLOGIES, BEACONS AND INFORMATION BY US AND WITH OTHER ENTITIES AND/OR THIRD PARTIES COVERED IN THIS PRIVACY POLICY.

If you are concerned about having cookies on your device, you can set your browser to refuse all cookies or to indicate when a cookie is being set, allowing you to decide whether to accept it. You can also delete cookies from your device. However, if you choose to block or delete cookies, certain features of the RAKKSHAK Platform may not operate correctly.

8. Your Device and Location

We collect information from or about the computers, phones, or other devices where you install the RAKKSHAK Platform or access or use our Services, depending on the permissions you've granted. We may associate the information we collect from your different devices, which helps us provide consistent Services across your devices.

Here are some examples of the information we collect:

- (i) Attributes such as the operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers.
- (ii) Device locations, including specific geographic locations, such as through GPS, Bluetooth, or WiFi signals.
- (iii) Connection information such as the name of your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address.

9. Miscellaneous

Our Services are dynamic and we often introduce new features, which may require the collection of new information. If we collect materially different personal information or materially change how we use your personal information, we will notify you and may also modify this Privacy Policy.

C. How We Use Your Information

How we use your personal data will depend on which Services you use, how you use those Services and the choices you make in relation to your Account. We may use the information we collect, including through combining information, for the following purposes:

1. To register you for our Services;
2. To provide a Service requested and/or triggered by you;

3. To administer, support and provide our Services, including our Additional Services;
4. To personalize and make our Services (including ads) more relevant and useful to you and others;
5. To communicate with and respond to you, through emails, notices, push notifications, reminders, promotional messages, etc.;
6. To provide maintenance, customer support and other similar services to address problems reported by you or otherwise;
7. To conduct promotions, competitions, etc. as permitted by law;
8. To improve our Services, develop new products and services, and assess and analyse our market, customers, Third Party Service Providers, products and services. For example, we may use this information to make better-informed decision about the design and selection of Rakkshak Services and Additional Services and content that is accessible through our Services;
9. To, either through our own operations or in partnership with affiliates, engage in analysis, auditing, research and reporting;
10. To promote safety and security of our User accounts, as well as of our Users both on and off our Services, such as by investigating suspicious activity or violations of our terms or policies. We work hard to protect your account using teams of engineers, automated systems, and advanced technology.
11. To provide any other purposes that are consistent with our Privacy Policy and/or necessary to operate our Services, or to comply with applicable laws or respond to compulsory legal process;

D. How We Share Information

We do not rent, sell, or share personal information about you with other people (except in accordance with the Agreement) or non-affiliated companies except to provide services you've requested, when we have your permission, or under the following circumstances:

1. With Your Consent;

When you do request and/or trigger our Services, we may share your personal and other information in order to provide the requested Services to you.

2. Where You May Not Be Able to Provide Consent

There may be emergency and/or distress situations where you are unable to specifically provide consent for requesting and/or triggering our Services. In such situations, we may share your personal and other information in order to provide all necessary and/or relevant Services that we may, in our sole discretion, determine as required to serve your best interests and/or prevent your death and/or bodily harm.

3. Providing Our Services

We may share your personal information or other information with customers and partners, such as State Agencies, Third Party Service Providers, and our affiliates and associates.

We may share your personal information or other information with our subsidiaries, investors, parent company, businesses, or other affiliated legal entities and businesses with whom we are under common corporate control. All of our investor, parent, subsidiary, and affiliated legal entities and businesses that receive your information from us will comply with the terms of this privacy policy with respect to their use and disclosure of such information.

4. *Your Network & Community Information:*

When you share and communicate using our Services, you identify the audience who can see what you share. For example, you may share your location to our Community Tracking Feature as identified on the RAKKSHAK Platform in distress and/or emergency situations, or when others request you to respond to distress and/or emergency situations.

Additionally, there may be circumstances and instances where your publicly available information is shared by us. Publicly available information is any information you share with a public audience. Public information is available to anyone on or off our Services and can be seen or accessed through online search engines, APIs, and offline media, such as on TV.

5. *Associates & Affiliates:*

We work with several associates who help us provide and improve our Services or who use advertising or related products, which makes it possible to operate our Services. We may transfer information to vendors, service providers, and other partners who support our business or enable the operation of our Services, such as providing technical infrastructure services, analyzing how our Services are used, measuring the effectiveness of ads and services, providing customer service, facilitating payments, or conducting academic research and surveys. We shall take reasonable steps to ensure that our associates and affiliates are obligated to protect personal information on our behalf.

6. *Other Parties When Required by Law/for Corporate Transactions/To Provide our Services*

We may also disclose your information to other parties in the following instances:

- (i). To comply with the law or respond to compulsory legal process, subpoenas, court orders or investigations;
- (ii). To prevent death and/or bodily harm to our Users;
- (iii). To serve your best interests, as well as where we feel it necessary to share information in public interest;
- (iv). To verify or enforce compliance with the Agreement;
- (v). To investigate, prevent, or take action regarding illegal activities, suspected fraud, violations of our terms and conditions, or situations involving threats to our property or the property or physical safety of any person or third party, or to cooperate with law enforcement;
- (vi). To establish, protect, or exercise our legal rights or defend against legal claims;
- (vii). To facilitate a transfer, sale, financing, securitization, insuring, assignment, bankruptcy, or other disposal of all or part of our business or assets. We transfer information about you if our company is

acquired by or merged with another company. In this event, we shall notify you before information about you is transferred and becomes subject to a different privacy policy;

- (viii). To other third parties upon your request or direction, in addition to other disclosures mentioned in the Privacy Policy; and
- (ix). From time to time, we may also share information about our Users or visitors or our Services to the general public, such as by publishing a report or providing information to our business partners on trends in the usage of our Services. This may involve anonymizing and aggregating personal or other information.

E. Other Conditions

We seek to ensure compliance with the requirements of the Information Technology Act, 2000 as amended and Rules made thereunder to ensure the protection and preservation of your privacy. In addition to the above, please note the following:

1. Passwords

Your registered Account on our site is password-protected. In order to maintain this protection, do not give your password to anyone. We will never proactively reach out to you and ask for any personal account information, including your password. If you share a computer, you should sign out of your account and close the browser window before someone else logs on. This will help protect your information from disclosure to unauthorised entities or malicious actors or to third parties without your consent.

2. Security

We implement and deploy commercially available and stringent physical, electronic and procedural practices, procedures and safeguards, to protect your personal information against loss or unauthorized access, use, modification, disclosure or destruction of data.

Such practices, procedures and safeguards may be implemented and deployed by us or by our Third Party Service Providers providing us with processing, storage, transmission or other services necessary to provide, support and administer our Services.

We also restrict access to your information to employees, Third Party Service Providers and other entities, who need to know that information in order to operate, develop or improve our Services, or reasonably need to come into contact with that information to provide services to you or in order to do their jobs.

However, no technological or other security measure can be considered as absolute or complete or 100% secure. We do not guarantee that there will be no unintended disclosures of your Personal Information. As a result, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk.

3. Retention

Your personal and other information may be stored by us, as well as by our affiliated third parties, for so long as is necessary for the purpose for which it was collected, or as necessary to comply with applicable laws, or as necessary to continue to provide, support, administer and operate our Services.

We store data for as long as it is necessary to provide products and services to you and others, including those described above. Information associated with your account will be kept until your account is deleted, unless we no longer need the data to provide products and services, or to comply

with our legal obligations, meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our Agreement, or fulfill your request to “unsubscribe” from further messages from us. We will retain other information after your account has been closed.

We also may retain information from accounts disabled for violations of our terms for at least a year to prevent repeat abuse or other violations of our terms. Keep in mind that information that others have shared about you is not part of your account and will not be deleted when you delete your account.

4. Cross-border data flows

The data that we collect from you may be transferred to, processed and stored at, a destination outside India. It may also be processed by employees, affiliated third parties and other entities operating outside India. These staff may be engaged in the provision, fulfilment of our Services, the processing of your payment details, and the provision of support services.

BY USING OUR SERVICE AND/OR PROVIDING US WITH YOUR PERSONAL AND OTHER INFORMATION, YOU CONSENT TO THE COLLECTION, TRANSFER, STORAGE AND PROCESSING OF YOUR INFORMATION OUTSIDE OF YOUR COUNTRY OF RESIDENCE (E.G. INDIA) CONSISTENT WITH THIS PRIVACY POLICY. PLEASE NOTE THAT THE DATA PROTECTION AND OTHER LAWS OF COUNTRIES TO WHICH YOUR INFORMATION MAY BE TRANSFERRED MIGHT NOT BE AS COMPREHENSIVE AS THOSE IN YOUR COUNTRY.

5. Third Party Links and Services on our Services

Our website may contain links to and from the sites of our affiliates and associates, Third Party Service Providers, as well as other third parties. If you follow a link to any of these sites, or if you provide any information to such third parties, please note that these websites and any services that may be accessible through them have their own privacy policies.

We are not responsible for the privacy practices or terms of services of such Third Party Service Providers or State Agencies. The Agreement applies solely to information collected by us in connection with your use of our Services.

6. Payment-related Services

We use the maximum care as is possible to ensure that all or any data/information in respect to the electronic transfer of money does not fall into the wrong hands. For completing online transactions involving payments, a user is directed to a secured payment gateway/portal, as provided by our payment merchant and payment providers. We do not control the manner in or reasons why our payment merchant/provider may collect such information, and cannot be held liable for any use or misuse thereof.

We encourage our Users and visitors to be aware when they leave our platform and are redirected to our payment gateway/providers and to read the privacy policies applicable to such third-party payment services. This Privacy Policy applies solely to information collected by us in connection with your use of our Services and not to any financial data such as credit card numbers/passwords/PINs etc.

We shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any information concerning the user's account and / or information relating to or regarding online transactions using credit cards / debit cards and / or their verification process and

particulars nor for any error, omission or inaccuracy with respect to any information so disclosed and used whether or not in pursuance of a legal process or otherwise.

7. Accessing your Information

We provide mechanisms for reviewing, updating and correcting your personal information provided or submitted to us for the use of for our Services. Our databases automatically update any personal information you edit in your profile, or that you request we edit. You have a right to correct any errors in your personal information available with us. You may request us in writing that we cease to use your personal information.

In addition, if we become aware that your personal information has been disclosed in a manner not in accordance with this Privacy Policy, we will use reasonable efforts to notify you of the nature and extent of such disclosure (to the extent of our knowledge) as soon as reasonably possible and as permitted by law.

8. Opt-Outs

We provide all Users with the opportunity to opt-out of receiving non-essential (promotional, marketing-related) communications from us on behalf of our partners, and from us in general, after setting up an account. This may be done by you by visiting the 'unsubscribe' option contacted in such mails, or by sending us a request at contact@rakkshak.in

F. Grievance Officer:

In accordance with the Information Technology Act of 2000 and Rules made thereunder, the name and contact details of our Grievance Officer are provided below:

1. Name: **Vineet Jain**

2. Email Id: vineet.jain@rakkshak.in

3. Phone Number: +91 7703955177

G. Questions:

If you have any questions or concerns regarding this Privacy Policy, feel free to email us or to correspond at contact@rakkshak.in and we will attempt to address your concerns.
