

Privacy Policy

Newgen DigitalWorks Private Limited, is a private limited company having its registered office at No.4, First Floor, G3 Buildings, Barathi Nagar Cross Street, Thiruvanmiyur Chennai- 600041, India (hereinafter referred to as “**We**”, “**Us**”, or “**Our**”, which expression shall mean and include its affiliates, successors and permitted assigns).

This privacy policy (**Policy**) constitutes a legal binding agreement between you (“**You**” or “**Your**”, “**User**”), as the user of the website, and Us as the owner. You are hereby advised to read this Policy carefully and fully understand the nature and purpose of gathering and/or collecting sensitive, personal and other information and the usage, disclosure and sharing of such information.

This Policy has been prepared under the provisions of the (Indian) Contract Act, 1872, (Indian) Information Technology Act, 2000 (“**IT Act**”) and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“**IT Rules**”) promulgated thereunder, and sets out the practices and policies for the protection of personal information (including sensitive personal data or information) collected, received, possessed, stored, dealt with or handled by Us.

1. By using this website and Our services, you consent to the terms of this Policy and to our use and management of User Information for the purposes and in the manner herein provided.
2. This policy is effective as of 12 Aug 2020
3. Any contract to provide any service under this Agreement by Us and or Our affiliates is not complete until complete consideration towards the product and/or service is received by Us or Our affiliates (as the case may be) from You.
4. We reserve the right, in their sole discretion, to terminate the access to the websites and/or other mediums at any time, without notice to You, for general maintenance or for any reason whatsoever.
5. We shall not be responsible for confirming transactions including whether the transactions are legal and valid as per the applicable laws.
6. We, at our sole discretion, reserve the right to not to accept Your request without assigning any reason thereof.

BY VOLUNTARILY PROVIDING US WITH YOUR USER INFORMATION, YOU ARE CONSENTING TO OUR USE OF IT IN ACCORDANCE WITH THIS POLICY.

1. **Applicability**

- 1.1. This Policy describes Our policies and procedures on the collection, use, storage and disclosure of any information including, business or personal information provided by You while using Our website. This Policy specifically governs the collection and use of personal data and sensitive personal data or information provided by You and the processing of personal information and sensitive personal data or information provided by You while using Our website.
- 1.2. Your use of the website will be governed by this Policy in addition to the Terms of Use as applicable to You. The Policy together with the Terms of Use are referred to as the website documents.

- 1.3. During the course of Your association with Us, You may be required to execute certain other agreements and such agreements and this Policy shall, together with the Terms of Use unless explicitly specified to the contrary, govern Your relationship with Us.
- 1.4. In the event of a conflict between the terms contained in the website documents and the terms contained in the agreements, as applicable to You, the terms of the agreements shall prevail unless specifically provided otherwise in the respective commercial agreement.

2. **Definitions**

- 2.1. **“Personal Information”** shall mean any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person and is not otherwise generally available in the public. For avoidance of doubt, examples of personal information include a person's name, address, date of birth, voice, national identity number if any, driving license number, permanent account number.
- 2.2. **“Sensitive Personal Information”** shall mean personal information, which consists of information relating to any to the following of an individual:
 - (i) Passwords,
 - (ii) physical, physiological and mental health condition,
 - (iii) sexual orientation,
 - (iv) medical records and history,
 - (v) biometric information (information derived from technologies that measure or analyse physical human characteristics such as voice patterns, fingerprints, facial patterns),
 - (vi) financial information such as bank account or credit card or debit card or other payment instrument details.
- 2.3. **“User Information”** shall mean, collectively, Your Personal Information and Sensitive Personal Information or data or any other information collected from You.

3. **Collection of Information**

- 3.1. We will use User Information provided by You in accordance with the purposes described in this Policy.
- 3.2. During Your use of website, We may collect and process such information from You for our website or otherwise, including but not limited to the below mentioned:
 - 3.2.1. Information that You provide to Us by filling in forms on the website including Personal Information and Sensitive Personal Information,
 - 3.2.2. Information relating to Your business provided by You or available to the general public as agreed to in the Terms of Use,
 - 3.2.3. Information that You provide when You write directly to Us (including by e-mails or letters or any digital or electronic form),

- 3.2.4. Information that You provide to Us over telephone. (We may make and keep a record of the information You share with Us),
 - 3.2.5. Information that You provide to Us through surveys, feedbacks and other documents of similar nature.
 - 3.2.6. In the event we collect photos of the User we shall take explicit permission when necessary.
- 3.3. We will not collect Sensitive Personal Data or User Information from You unless the collection of such information or data is considered necessary for the purpose for which it is being collected and even in such a case, You will be made aware of the following:
- (i) The fact that Your Sensitive Personal Information or data is being collected
 - (ii) The purpose for which the Sensitive Personal Information or data is being collected
 - (iii) The intended recipients of the Sensitive Personal Information or data.

4. **Access to User Information**

- 4.1. You shall have the right, upon request, to access and review Your Information provided to Us. You may decline to submit identifiable information through the website, in which case You may not be allowed to access certain features / parts of the website. If You are a registered user, You may update or correct Your information at any time by logging in to Your account. Alternatively, if You believe that any of Your information held by Us is inaccurate, You may write to Us at outsourcing@newgencfo.in. It is Your responsibility to ensure that any information You provide to Us remains accurate and updated.
- 4.2. The Information collected by Us shall not be retained for longer than is required for the purpose for which the information may lawfully be used or is otherwise required under any other law for the time being in force.

5. **Cookies**

- 5.1. Cookies are small files that reside on Your computer's hard drive and generally contain an anonymous unique identifier and are accessible only by the website that placed them there and not any other sites ("**Cookies**"). Our website and services may also utilize Cookies and other tracking technologies to collect information about Your general internet usage.
- 5.2. You may refuse to accept Cookies by activating the setting on Your browser which allows You to refuse the setting of Cookies. However, if You select this setting You may be unable to access certain parts of Our website. Unless You have adjusted Your browser setting so that it will refuse Cookies, Our system may issue Cookies when You log on to the website. The use of Cookies by Our partners, affiliates, advertisers or service providers or third parties is not covered by the Policy.
- 5.3. Cookies enable Us to:
 - (i) Estimate Our users size and usage pattern,
 - (ii) store information about Your preferences, and allow Us to customize Our website according to Your interests,
 - (iii) speed up Your searches,
 - (iv) recognize You when You return to Our website,

- (v) recall Personal Information previously provided by you,
- (vi) improve Our website and deliver a better and personalized service.

5.4. We may use the services of certain third parties, for the purpose of operating and administering the website. Such third party service providers may collect the information sent by Your browser as part of a web page request, including Cookies and your IP address and such information will be governed by the privacy policies of the third party service providers and the confidentiality of such collection shall be governed by the IT Rules .

6. **Use of Information**

6.1. We may also use the information provided by You in the following ways:

- (i) monitor, improve and administer Our website,
- (ii) conduct audit, research and analysis,
- (iii) analyse how the website is used, diagnose service or technical problems, maintain security,
- (iv) remember information to help You efficiently access the website,
- (v) monitor aggregate metrics such as total number of viewers, visitors, traffic, and demographic patterns,
- (vi) to confirm Your identity in order to ensure that You are eligible to Use the website,
- (vii) to ensure that content from Our website is presented in the most effective manner based upon Your interests,
- (viii) to contact You to ensure user satisfaction with respect to Your use of the website,
- (ix) to provide You with information that You request from Us, where You have consented to be contacted for such purposes,
- (x) to carry out Our obligations arising from any contracts entered into between You and Us as well as between Us and third party service providers,
- (xi) to notify You about changes on Our website,
- (xii) in relation to the functioning of any feature/service you access or have signed up for in order to ensure that we can deliver such features/services to you,
- (xiii) in relation to any transaction entered by you on our website to subscribe to services,
- (xiv) in relation to any issued query or requested information by You from us,
- (xv) to enable Us to comply with Our legal and regulatory obligations.

7. **Disclosure of Information**

7.1. Except as provided for in this Policy, We shall not disclose / transfer Your Sensitive Personal Information to any third party without Your prior consent, unless such disclosure / transfer:

- (i) is necessary for performance of a contract between Us and You and You have authorized Us to share the Sensitive Personal Information, or
- (ii) is required to be shared under applicable laws or through a court order.

7.2. We may share Your Personal Information with third parties in the manner described below:

- (i) When You place a request for services provided by Us on the website or otherwise through third parties, We will share Your Personal Information with all such parties and their agents who are required for providing the services.
- (ii) In the event that We sell or buy any business or assets, we may disclose Your Personal Information to the prospective seller or buyer of such business or assets. We may also

transfer or assign such information in the course of corporate divestitures, mergers, or dissolution.

- (iii) We may disclose Your Personal Information to third-party service-providers, solely in the course of their provision of services to Us.
- (iv) We may disclose Your Personal Information, if We are under a duty to do so in order to comply with any legal obligation, or to protect our rights, property, or safety, or those of Our users, or other third parties.
- (v) We may disclose Your information, without Your prior consent, to governmental and/or other statutory bodies, who have appropriate authorisation to access the same legally.

8. Storage and Security

- 8.1. We endeavour to securely store all information we gather within databases controlled by Us. However, We may store information in locations outside our direct control (for instance, on servers or databases co-located with hosting providers).
- 8.2. Our databases are stored on servers secured behind a firewall; access to the servers is password-protected and is strictly limited. However, you agree and acknowledge that no method of transmission over the internet, or method of electronic storage, is 100% secure. Therefore, while We strive to use commercially acceptable means to protect Your information, We cannot guarantee its absolute security.
- 8.3. We use commercially reasonable safeguards to preserve the integrity and security of Your information against loss, theft, unauthorized access, disclosure, reproduction, use or amendment.
- 8.4. The information that We collect from You may be transferred to, and stored at, a destination inside or outside India. By submitting Your information on Our website, You agree to this transfer, storing and/ or processing. We shall take such steps as we consider reasonably necessary to ensure that Your information is treated securely and in accordance with this Policy and the IT Rules.
- 8.5. In using the website, You accept the inherent security implications of data transmission over the internet and the world wide web cannot always be guaranteed as completely secure. Therefore, Your use of the website will be at Your own risk.
- 8.6. We assume no liability for any disclosure of information due to errors in transmission, unauthorized third party access or other acts of third parties, or acts or omissions beyond Our reasonable control and You agree that You will not hold Us responsible for any breach of security.
- 8.7. In the event We become aware of any breach of the security of Your information, We endeavour to take appropriate action to the best of Our ability to remedy such a breach.

9. Confidentiality

- 9.1. As a registered user with an account and a password, You are responsible for keeping Your password confidential.

- 9.2. We will keep confidential and protect any and all information provided by You except where disclosure is required or permitted by law.
- 9.3. We provide access of Your information to employees, agents, advisors and consultants who We believe reasonably need to come into contact with that information to provide services to You or in order to do their jobs.
- 9.4. The restrictions set out herein shall not apply to disclosure of information if and to the extent the disclosure is:
- (i) required by the applicable law of any jurisdiction,
 - (ii) required by any applicable securities exchange, supervisory or regulatory or governmental body to which the relevant party is subject or submits, wherever situated, whether or not the requirement for disclosure has the force of law,
 - (iii) made, by Us, to its shareholders, managers, advisors and affiliates,
 - (iv) made to employees and representatives on a need to know basis, provided that such persons are required to treat such information as confidential through written agreement in terms which are no less strict than this Policy.

10. **Indemnity**

- 10.1. You agree to indemnify and hold Us harmless from:
- (i) any actions, claims, demands, suits, damages, losses, penalties, interest and other charges and expenses (including legal fees and other dispute resolution costs) made by any third party due to or arising out of any violation of the terms of this Policy.
 - (ii) any acts or deeds, including for any non-compliance or violation, of any applicable law, rules, regulations on Your part.
 - (iii) for fraud committed by You.

11. **Governing Law and Dispute Resolution**

- 11.1. In accordance with the IT Act, the name and the details of the Grievance Officer at Our company is provided below. You may, in writing,
- (i) request access to Your Sensitive Personal Data or Information,
 - (ii) report any grievances in relation to Your Sensitive Personal Data or Information,
 - (iii) any security breach in relation to Your Sensitive Personal Data or Information;

Grievance Officer: Senthil Kumar Subramani
Email: outsourcing@newgencfo.in

- 11.2. The following information needs to be provided in the complaint to Our Grievance Officer to work on the same:
- (i) A physical copy of the signature or electronic signature of the person authorized to act on behalf of the User for the purposes of the complaint if the complainant is not the User.
 - (ii) Details of the work for which infringement of copyright is claimed by the User or on behalf of the User.

- (iii) The contact details of the complainant, including the address, telephone number, and/or email address.
 - (iv) A statement that the complaining party has good faith and belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
 - (v) A declaration that the information in the complaint is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.
- 11.3. This Policy shall be governed by and construed in accordance with the laws of India and subject to the provisions of arbitration set out herein, the courts at Chennai, India shall have exclusive jurisdiction in relation to any Disputes (defined below) arising out of or in connection with this Policy.
- 11.4. Any adverse action, dispute or difference arising under or relating to this Policy (“**Dispute**”) shall at the first instance be resolved through good faith negotiations between the parties hereto, which negotiations shall begin promptly, within 15 (fifteen) days after a party has delivered to the other party a written request for such negotiations. If the parties are unable to resolve the Dispute in question within 15 (fifteen) days of the commencement of such negotiations, the Dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time and rules prescribed thereunder. When any Dispute is under arbitration, except for the matters under dispute, We and You shall continue to exercise the remaining respective rights and fulfil the remaining respective obligations under this Policy.
- 11.5. The arbitration shall be conducted by a sole arbitrator appointed by Us and the seat and venue of arbitration shall be Chennai, India.
- 11.6. The language of the arbitration proceedings and of all written decisions and correspondence relating to the arbitration shall be English.

12. **Changes to the Policy**

- 12.1. We may update this Policy to reflect changes to Our practices. We encourage You to periodically review this page for the latest information on Our privacy practices. We are not obliged to share with You any such updates, whether material or otherwise and it shall be Your responsibility to keep yourself updated on any changes to the Policy.
- 12.2. Our data storage, processing and security measures are constantly reviewed. These measures include internal reviews of our data collection, storage and processing practices and security measures, as well as guarding against any unauthorized access to systems where personal data is stored.

13. **Undertaking from You: You hereby undertake as follows**

- 13.1. You agree that You can enter into a legally binding contract as stipulated under the Indian Contract Act, 1872.
- 13.2. You expressly undertake to provide to Us, where applicable, information which is true, accurate and valid, and acknowledge that any default or deficiency would *inter alia* render the provision of the product or services by Us, inapplicable.

13.3. You shall be responsible for ensuring compliance with the terms and any of Our other rules including the terms governing the service fees, or other rules. If You do not agree with any part of such terms, You must not avail of any of the services.

14. **Your use of Information**

14.1. You may only use the site and mediums of Ours only for legitimate purposes and not for any inter-alia fraudulent or speculative reservations.

14.2. You are restrained from altering, duplicating, distributing, transmitting, reproducing, publishing, licensing or selling any information, products or services acquired from Us through any means.

14.3. We may provide You access to photographs, graphics, video or other material which may be protected by intellectual property laws. You shall not copy, modify, transmit or create derivative works of such material. You also agree to not copy, modify, transmit or create derivative works of any of the intellectual property registered by Us.

14.4. You understand and acknowledge that any material obtained by You or your permitted assigns in relation to Our service shall be entirely at Your risk. You are solely responsible for any damage to Your computer systems or loss of data that results from the download of such material.

15. **Confidentiality**

15.1. You shall maintain confidentiality in relation to all information and agree to not disclose the same unless required by law.

15.2. You hereby also authorize Us to contact You with offers through e-mails, calls, short messaging services (SMS) or any other mediums for any campaigns, promotional or like activities.

15.3. You hereby agree that such methods of contact as provided herein do not classify as an "unsolicited commercial communication" as per the guidelines of Telecom Regulation Authority of India ("**TRAI**"). You agree to indemnify Us, along with Our directors and employees against all types of losses and damages incurred by them due to any action taken by TRAI or any other authority due to any erroneous complaint raised by You in this regard.

16. **Force Majeure**

16.1. We shall not be liable for delays, injuries or inabilities in performance or non-performance in whole or in part of its obligations due to any causes that are not due to its acts or omissions and are beyond its reasonable control ("**Force Majeure**"), such as acts of God, pandemics, fire, strikes, embargo, acts of government, acts of terrorism or other similar causes.

16.2. You agree and acknowledge that in such Force Majeure circumstances, We may be unable to honour the services if and where confirmed.