

Privacy Statement and Terms of Use

Part A: Privacy Statement of Ideacts Innovations Private Limited

1. Context

1.1. Who is Ideacts?

- i. Ideacts Innovations Private Limited ("**Ideacts**") is the author of this software ("**iCafe Manager**"), but does not own, operate or manage the public internet access space that you are using ("**Cyber Café**").
- ii. Ideacts also operates the website www.ideacts.com, as well as the associated URL located at www.clinck.in (together, the "**Website**"), as an integral part of this iCafe Manager application that enables Cyber Café owners to manage and regulate internet access by their customers ("**End Users**").
- iii. Ideacts can be reached, for all questions and directions related to this Privacy Policy, by:
 - a. Sending a letter marked to the attention of Grievance Officer to Ideacts Innovations Private Limited, Unit No. 2C, 2nd Floor, Rama Residency, No. 37/38, Bowring Hospital Road, Shivajinagar, Bangalore - 560001; or
 - b. Sending an email to UserGrievances@ideacts.com.

1.2. Why this privacy policy?

- i. This privacy policy is published in compliance of:
 - a. Section 43A of the Information Technology Act, 2000;
 - b. Regulation 4 of the Information Technology (Reasonable security practices and procedures and sensitive personal information) Rules, 2011 (the "**SPI Rules**"); and
 - c. Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.
 - d. Regulations 4 and 5 of Information Technology (Guidelines for Cyber Cafe) Rules, 2011 ("**CC Rules**").
- ii. This privacy policy states the following:
 - a. The type of information collected from the visitors of the Website and the End Users, including sensitive personal data or information;
 - b. The purpose, means and modes of usage of such information; and
 - c. How and to whom Ideacts will disclose such information.

1.3. What is personal information?

- i. "Personal information" is defined under the SPI Rules to 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.
- ii. The SPI Rules further define "sensitive personal data or information" of a person to mean personal information about that person relating to:
 - a. passwords;
 - b. financial information such as bank accounts, credit and debit card details or other payment instrument details;
 - c. physiological and mental health condition, medical records;
 - d. sexual orientation;
 - e. medical records and history;
 - f. biometric information;
 - g. information received by body corporate under lawful contract or otherwise;
 - h. visitor details as provided at the time of registration or thereafter; and
 - i. call data records.
- iii. Information that is freely available in the public domain or accessible under the Right to Information Act, 2005 or any other law will not be regarded as sensitive personal data or information.

2. Privacy Statements

2.1. All Visitors and End Users Note:

- i. This section applies to all visitors and End Users ("**Users**").
- ii. Accordingly, a condition of each User's use of and access to the Website and to the other services provided by Ideacts to Cyber Cafe owner / managers and End Users (together with the Website, the "**Services**") is their acceptance of the terms of use located at Part B below, which also involves acceptance of the terms of this privacy policy. Any User that does not agree with any provisions of the same is required to leave the Website immediately.
- iii. It is not compulsory for any User to provide any information (including End User Information *as defined below*) to the Cyber Café manager or to Ideacts, even if the Cyber Café manager or Ideacts specifically solicits such information, whether personally, or during the registration process, or on this Website, or otherwise. Furthermore, every User has the option at any time, whether while availing the Services or otherwise, to withdraw any consent given by such User to Ideacts in respect of Ideacts' use, storage, disclosure or transmission of such information. Such withdrawal of the consent must be sent in writing to Ideacts. In every case of a User not providing or later on withdrawing his or her consent, Ideacts shall have the option not to provide any Services for which the said information was sought by Ideacts.
- iv. However, the rights of Users set out in S. 2.1(iii) above do not apply in respect of information collected in terms of Regulations 4 and 5 of the CC Rules.

- v. The Website uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by Ideacts and its service providers for the technical administration of the Website, research and development, and for User administration. These cookies are intended to be automatically cleared or deleted when the User quits the browser application. All Users are, however, encouraged to use the “clear cookies” functionality of their browsers to ensure such clearing / deletion, since it is impossible for Ideacts to guarantee, predict or provide for the behaviour of every User’s equipment.
- vi. The Website may enable Users to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. **Ideacts hereby expressly disclaims any liability for any misuse of such information that is made available by visitors in such a manner.**
- vii. Ideacts does not collect information about the visitors of the Website from other sources, such as public records or bodies, or private organisations, save and except for the purposes of registration of the End Users (the collection, storage and disclosure of which each End User must agree to under the Terms of Use in order for Ideacts to effectively render the Services).
- viii. Ideacts does not knowingly collect personal data from children.
- ix. Ideacts has implemented Indian legal industry standard security policies, rules and technical measures to protect the personal data that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss.
- x. Ideacts will not disclose any personal information or data to governmental institutions or authorities unless such disclosure is requisitioned under any Indian law or judicial decree.
- xi. Upon request, which any visitor can indicate by sending an email to UserGrievances@ideacts.com. Ideacts will provide every User with a readable copy of the personal data which it keeps about such User, although Ideacts may before require proof of identity prior to such provision. Ideacts may levy administrative fees for the provision of such information.
- xii. Ideacts addresses any discrepancies and grievances of all Users with respect to processing of information in a time bound manner. For this purpose, Ideacts has designated Mr. Rudrajeet Desai as the Grievance Officer, who will redress the grievances of the Users expeditiously but within one month's from the date of receipt of grievance, and who can be reached by:
 - a. Sending a letter marked to the attention of Grievance Officer to Ideacts Innovations Private Limited, Unit No. 2C, 2nd Floor, Rama Residency, No. 37/38, Bowring Hospital Road, Shivajinagar, Bangalore - 560001; or
 - b. Sending an email to UserGrievances@ideacts.com.

2.2. Casual Visitors Note:

- i. No sensitive personal data or information is automatically collected by Ideacts from any casual visitors of this website, who are merely perusing the site.
- ii. Nevertheless, certain provisions of this privacy policy are applicable to even such casual visitors, and such casual visitors are also required to read and understand the privacy statements set out herein, failing which they are required to leave this website immediately.

- iii. **If you, as a casual visitor, have inadvertently browsed any other pages of this Website prior to reading the privacy statements set out herein**, and you do not agree with the manner in which such information is obtained, stored or used, merely quitting this browser application should ordinarily clear all temporary cookies installed by Ideacts. All visitors, however, encouraged to use the “clear cookies” functionality of their browsers to ensure such clearing / deletion, as Ideacts cannot guarantee, predict or provide for the behaviour of the equipment of all the visitors of the Website.
- iv. **You are not a casual visitor if** you have willingly submitted any personal data or information to Ideacts through any means, including email, post or through the registration process at the Cyber Café or on the Website. All such visitors will be deemed to be, and will be treated as, End Users for the purposes of this privacy policy, and in which case, all the statements in this privacy policy apply to such persons.

2.3. End Users Note:

- i. As part of the registration/application creation and submission process that is available to End Users on this website, certain information, including sensitive personal data or information is collected from the End Users.
- ii. All the statements in this privacy policy apply to all End Users, and all End Users are therefore required to read and understand the privacy statements set out herein prior to submitting any sensitive personal data or information to Ideacts, failing which they are required to leave this website immediately.
- iii. **If you have inadvertently submitted any such information to Ideacts prior to reading the privacy statements set out herein**, and you do not agree with the manner in which such information is collected, stored or used, then you may access, modify and delete all information stored about you by Ideacts by clicking on the “Edit Profile” link on the navigation bar of the Website. In addition, any End User can ask Ideacts, by sending an email to UserGrievances@ideacts.com, whether Ideacts is keeping personal data about him/her, and every End User is also entitled to require Ideacts to delete and destroy all such information relating to him/her (but not other End Users) in its possession. All such requests will be acted upon as soon as is possible.
- iv. However, the rights of Users set out in S. 2.3(iii) above do not apply in respect of information collected in terms of Regulations 4 and 5 of the CC Rules. Therefore, notwithstanding the foregoing:
 - a. In terms of Regulation 4 of the CC Rules, the Cyber Café is not permitted to allow any user to use its computer resource without the identity of the End User being established, which may be established by producing a document which shall identify the users to the satisfaction of the Cyber Café.
 - b. In terms of Regulation 5 of the CC Rules, the Cyber Café is required to collect, maintain and submit to appropriate authorities, the following information relating to the End Users:
 - Name
 - Address
 - Gender
 - Contact Number
 - Type and detail of identification document
 - Date
 - Computer terminal identification
 - Log in Time

- Log out Time
 - History of websites accessed using computer resource at the Cyber Café;
 - Logs of proxy server installed at the Cyber Café.
- c. Part of the functionality of the iCafe Manager is assisting the Cyber Café owners / managers to maintain and submit such information. Ideacts may, therefore, retain and submit all such records to the appropriate authorities, or to the Cyber Café owners / managers for such submission to the authorities.
- v. Save as set out above, Ideacts only uses the personal data or information collected from End Users in the manner set out in the section relating to “Registration Process” below. Ideacts may also use such information in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research, statistical or intelligence data in an aggregated or non-personally identifiable forms to third parties and affiliates. If Ideacts wishes to use any End User’s personal data for a new purpose, it will seek such End User’s permission before doing so.
- vi. Save and except for information collected in terms of Regulations 4 and 5 of the CC Rules, Ideacts allows every End User to challenge the data that Ideacts holds about such End User and every End User may have the data erased, rectified, amended, or completed, per their wishes.
- vii. All Ideacts employees and data processors, who have access to, and are associated with the processing of sensitive personal data or information, are obliged to respect the confidentiality of every End User’s sensitive personal data and information.

3. Registration Process

3.1. As part of the registration process, Ideacts collects the following personal information from End Users:

- i. Name
- ii. Address
- iii. Gender
- iv. Contact Number
- v. Type and detail of identification document
- vi. Date
- vii. Computer terminal identification
- viii. Log in Time
- ix. Log out Time
- x. History of websites accessed using computer resource at the Cyber Café;
- xi. Logs of proxy server installed at the Cyber Café;
- xii. Other details as the End User may volunteer.

- 3.2. All the information listed in S. 3.1 of this privacy policy ("**End User Information**") is maintained by Ideacts in electronic form on its equipment, and on the equipment of its employees. End User Information may also be converted to physical form from time to time. Regardless of the manner of storage, Ideacts will keep all End User Information confidential, and will only disclose End User Information in the following manner:
- i. Ideacts makes all End User Information accessible to its employees only on a need-to-know basis, and binds all such employees to strict confidentiality obligations.
 - ii. Part of the functionality of the iCafe Manager is assisting the Cyber Café owners / managers to maintain and submit such information. Ideacts may, therefore, retain and submit all such records to the appropriate authorities, or to the Cyber Café owners / managers for such submission to the authorities.

Part B: Terms of Use of Ideacts.com and the other Services provided by Ideacts Innovations Private Limited

1.1. What is this document?

- i. These terms of use, read together with the privacy policy located at Part A above, constitute a legal and binding contract between you the User (whether you are a visitor or a End User) of the one part, and Ideacts of the other Part (the "**Agreement**").
- ii. You must be 18 years of age or older to register, use this computer resource, or visit or use the Website in any manner. By registering, visiting the Website or accepting this Agreement, you represent and warrant to Ideacts that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and agree to and abide by this Agreement.
- iii. The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but limited to:
 - a. the Indian Contract Act, 1872,
 - b. the (Indian) Information Technology Act, 2000, and
 - c. the rules, regulations, guidelines and clarifications framed thereunder, including the (Indian) Information Technology (Reasonable security practices and procedures and sensitive personal information) Rules, 2011 (the "**SPI Rules**"), the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "**IG Rules**"), and the Information Technology (Guidelines for Cyber Cafe) Rules, 2011 ("**CC Rules**").
- iv. A condition of the User's use of and access to the Website and to the other services provided by Ideacts to Cyber Cafe owner / managers and End Users (together with the Website, the "**Services**") is the User's acceptance of this Agreement. Any User that does not agree with any provisions of the same is required to leave this computer resource / the Website immediately and immediately discontinue use of all other Services.
- v. Ideacts authorizes the User to view and access the content available on or from the iCafe Manager and the Website solely for the User's personal use. The contents of the Website information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "**Ideacts Content**"), are the property of Ideacts and

are protected under copyright, trademark and other laws. The User may not modify the Ideacts Content or reproduce, display, publicly perform, distribute, or otherwise use the Ideacts Content in any way for any public or commercial purpose or for personal gain.

2. Collection, Use, Storage and Transfer of Personal Information

- 2.1. The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.
- 2.2. The Privacy Policy sets out:
 - i. The type of information collected from Users, including sensitive personal data or information;
 - ii. The purpose, means and modes of usage of such information;
 - iii. How and to whom Ideacts will disclose such information.
- 2.3. The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:
 - i. the fact that the information is being collected;
 - ii. the purpose for which the information is being collected;
 - iii. the intended recipients of the information;
 - iv. the name and address of the agency that is collecting the information and the agency that will retain the information; and
 - v. the various rights available to such Users in respect of such information.
- 2.4. Ideacts shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to Ideacts or any other person acting on behalf of Ideacts.
- 2.5. The use of this computer resource involves every End User’s registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the Privacy Policy. In every case of an End User not providing or later on withdrawing his or her consent, Ideacts retains the right not to provide any Services for which the said information was sought or collected by Ideacts. However, End Users will not have the right to revoke consent for storage and disclosure of such information to authorities under the CC Rules.
- 2.6. The other information collected by Ideacts from End Users as part of the registration process is described in the privacy policy. The consent and revocation procedures in relation to the same are set out in the privacy policy.
- 2.7. The User is responsible for maintaining the confidentiality of the User’s account access information and password. The User shall be responsible for all uses of the User’s account and password, whether or not authorized by the User. The User shall immediately notify Ideacts of any actual or suspected unauthorized use of the User’s account or password.

3. Covenants

- 3.1. As mandated by Regulation 3(2) of the IG Rules, Ideacts hereby informs the User that the User is not permitted to host, display, upload, modify, publish, transmit, update or share any information that —
- i. belongs to another person and to which the User does not have any right to;
 - ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially , ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - iii. harm minors in any way;
 - iv. infringes any patent, trademark, copyright or other proprietary rights;
 - v. violates any law for the time being in force;
 - vi. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - vii. impersonate another person;
 - viii. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - ix. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.
- 3.2. The User is also prohibited from:
- i. violating or attempting to violate the integrity or security of the Website or any Ideacts Content;
 - ii. transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by Ideacts;
 - iii. intentionally submitting to the Website any incomplete, false or inaccurate information;
 - iv. making any unsolicited communications to other users;
 - v. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
 - vi. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
 - vii. copying or duplicating in any manner any of the Ideacts Content or other information available from the Website;
 - viii. framing or hotlinking or deeplinking any Ideacts Content.
- 3.3. Ideacts, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned in S. 3.2 above, shall be entitled to disable such information that is in contravention of S. 3.2. Ideacts shall be

entitled to preserve such information and associated records for at least ninety days for production to governmental authorities for investigation purposes.

- 3.4. In case of non-compliance with any applicable, laws, rules or regulations, or the Agreement (including the privacy policy) by a User, Ideacts has the right to immediately terminate the access or usage rights of the User to the Services and to remove noncompliant information.
- 3.5. Where the User is interested in opportunities outside India, Ideacts will need to disclose End User Information (as defined in the Privacy Policy) with its recruiting contacts in other countries. Such disclosures will only take place with the User's written consent. The SPI Rules only permit Ideacts to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by Ideacts as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between Ideacts or any person on its behalf and the user or where the User has consented to data transfer. Therefore, in certain cases, End Users may be requested by Ideacts to directly transmit End User Information to such recruiting contacts of Ideacts. In all such cases:
 - i. The User must keep Ideacts informed on all correspondence with such recruiting contacts;
 - ii. The User understands that each recruiting contact and Ideacts are independent contractors vis-à-vis each other, and are not agents or partners or in a joint venture or profit sharing relationship vis-à-vis each other; and
 - iii. The User shall not hold Ideacts responsible or liable in any way for any acts or omissions by such recruiting contacts.

4. Liability

- 4.1. Ideacts shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures made by Ideacts, where the User has consented to the making of disclosures by Ideacts. If the User had revoked such consent under the terms of the Privacy Policy, then Ideacts shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by Ideacts prior to its actual receipt of such revocation.
- 4.2. The User shall not hold Ideacts responsible or liable in any way for any disclosures by Ideacts under Regulation 6 of the SPI Rules.
- 4.3. Ideacts does not provide or make any representation, warranty or guaranty, express or implied about the Website or the iCafe Manager or the Services. Ideacts, to the fullest extent permitted by law, disclaims all liability arising out of the User's use or reliance upon the iCafe Manager, the Website, the Services and the Ideacts Content.
- 4.4. Ideacts' maximum liability arising out of or in connection with any Ideacts site or the User's use of the Ideacts content, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), will not exceed Rs. 1000.

5. Term, Termination and Disputes

- 5.1. This Agreement will remain in full force and effect while the User is a user of the Website in any form or capacity.

- 5.2. Ideacts reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the User's content from the Website and immediate termination of the User's account with or ability to access the Website and the other Services, upon any breach by the User of this Agreement or if Ideacts is unable to verify or authenticate any information the User submits to Ideacts, or if the User fails to provide (or after providing such consent, later revokes) the consents necessary or desirable for Ideacts to provide the Services to the User or the Cyber Cafe owner / managers.
- 5.3. All disputes will be subject to arbitration in Bangalore in English by a single arbitrator appointed by Ideacts under the Arbitration and Conciliation Act, 1996.