

## PRIVACY POLICY

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Privacy Policy was last updated: 16<sup>th</sup> Dec 2015

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Note: All defined words in the Terms and Conditions for Clients and Terms and Conditions for Providers would continue to have the same meaning in this Privacy Policy.

This Privacy Policy governs the manner of use of the Personal Information (as defined below) belonging to the Users gathered by GenieDoc through the Website.

By (i) using this Website or any facility or Service provided by this Website in any way; or (ii) merely browsing the Website, You agree that You have read, understood and agreed to be bound by this Privacy Policy (“**Policy**”) and the other applicable terms, policies and rules available on the Website.

This Policy is an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder. Further, this electronic record is generated by a computer system and does not require any physical or digital signatures. This electronic record is published in accordance with the relevant provisions of the Information Technology Act, 2000 and rules made thereunder.

Please note that this Policy is incorporated in and forms a part of the Terms of Use available on the Website and Additional Terms particular to any specific service provided through the Website, which shall be posted on the Website from time to time.

### 1. What This Policy Covers

- 1.1. This Policy explains how GenieDoc collects personal and non-personal information, classified as mandatory or voluntary and uses, discloses and protects such information through the Website. 'Personal Information' is data that can be used to uniquely identify or contact a single person ("**Personal Information**"). Personal Information for the purposes of this Policy shall include, but not limited to, information provided while creating a User ID or Registering on the Website, while making an online transaction/Session, uploading content, communicating with GenieDoc's customer service by phone, email or otherwise, reviews for the content available on the Website etc. that may or may not be otherwise publicly available.
- 1.2. This Policy does not apply to the practices of companies that are not owned, controlled, managed or operated by GenieDoc or to persons that GenieDoc does not employ, engage or manage.

### 2. Information Collection and Use

- 2.1. GenieDoc collects and stores Personal Information when You use and/or register with GenieDoc on the Website and when You use the Services.
- 2.2. When You register with GenieDoc on the Website, GenieDoc may ask for information which is mandatory such as Your name, address, email address, phone number, credit/debit card information, business information, professional information, qualifications, details of profession and other licence information and other financial information, and certain other information which is optional. Wherever possible, GenieDoc indicates which information is mandatory and which information is optional for You to share with GenieDoc. Once You

Register with GenieDoc on the Website and log in to use its Services, You are not anonymous to GenieDoc.

- 2.3. GenieDoc also collects information about Your transactions with other Users.
- 2.4. GenieDoc automatically receives and records information on its server logs regarding Your sessions on the Website, and (if You have set Your computer to receive cookies) related cookie information. For further information, see the section below headed “Cookies”.
- 2.5. GenieDoc may use Your information for the following general purposes:
  - a) to contact You;
  - b) to facilitate availing and provision of specialised services, expert advice, professional consulting etc. by You through GenieDoc;
  - c) to administer GenieDoc’s business and Website;
  - d) to send invoices, statements, agreements and/or to collect payment from You or make payments to You on behalf of the User availing specialised services (as the case may be);
  - e) to send You marketing related communications;
  - f) to deal with enquiries and complaints raised by You and to troubleshoot problems;
  - g) to prevent the Website from fraud, errors or any illegal activity;
  - h) to ensure compliance with all applicable laws and to ensure safety of the Website and all Users;
  - i) to send You important information regarding the Website, changes to Website terms, conditions, and policies and/or other administrative information;
  - j) to personalize Your experience on the Website and GenieDoc's other websites by presenting advertising, products and offers tailored to You;
  - k) to respond to judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law;
  - l) to carry out market research and Users’ interest;
  - m) to compile, evaluate, analyse and publish information on a consolidated basis in any form through any media, including Your Information in an anonymous manner; and
  - n) to customise Your experience of use of the Website.
- 2.6. If You post any messages or leave any feedback on the Website, GenieDoc may use such information for dispute resolution, troubleshooting problems and provide customer support.

### **3. Information Sharing and Disclosure**

- 3.1. Some of the pages on the Website are freely accessible by all Users and require no prior Registration. Further, certain other pages on the Website can be accessed by Users only after entering in their details, username and password. Therefore, GenieDoc requests You to use a safe and secure server to access the Website to ensure safety of Your username, password and other information. GenieDoc does not guarantee any security or privacy of any information which may be available to all Users and visitors of the Website publicly. Further, the Website may contain links to other websites. Please note that GenieDoc does not endorse any links or websites and are not responsible for the privacy practices of such third party websites.
- 3.2. GenieDoc does not rent, sell, disclose or share Personal Information about You with other people or non-affiliated companies except to provide services You’ve requested. However, You

agree that in addition to as may be provided in this Policy, GenieDoc may also disclose Your Personal Information under the following circumstances:

- a) Third party service providers: GenieDoc employs or might, as per requirement and business needs of GenieDoc, employ, engage, contract with third party service providers to work on behalf of or with GenieDoc, under agreements containing confidentiality obligations and in accordance with law, in relation to the Services provided on the Website. These third party service providers may use Your Personal Information in assisting us to communicate with You about Website offers or for delivery of the services, assisting in payment facilities, providing customer support, assisting in advertising on the Website, etc. Such third party service providers do not have any independent right to the information provided by GenieDoc to them;
- b) Compliance with laws and protection of Users: GenieDoc may release Your Personal Information when the same is required in order to comply with the law, in response to court orders, court summons, judgments, decrees, injunctions, arbitral awards, administrative orders, governmental investigation or orders of any government authority or any other legal process, to establish/exercise GenieDoc's legal rights or defend against legal claims or in the event GenieDoc reasonably believes that doing so is legally required or is in Your interest to protect Your property or other legal rights or property or rights of others. GenieDoc may also share Your Personal Information in order to enforce and fully comply with GenieDoc's Terms of Use, Policy and Additional Terms;
- c) Business transfer and Mergers: GenieDoc may transfer Your Personal Information if GenieDoc, is acquired by or merged with another company, to the extent permitted by applicable law and/or required under the scheme/arrangement of merger, etc.
- d) Contracting parties: GenieDoc transfers/shares Your information with Providers and/or Clients for consummating a transaction.
- e) With your consent: in addition to the aforementioned circumstances, we may share Your Personal Information with third parties with Your prior consent and/or at your request.

Please note that extremely sensitive information like Your credit-card details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology. You are advised, however, that internet technology is not 100% safe and You should exercise discretion on using the same.

#### **4. Accessing Your own Personal Information**

- 4.1. Whenever You access the Website, GenieDoc aims to provide You with Your Personal Information stored with it. That information may require to be updated from time to time. Therefore, GenieDoc also strives to give You ways to quickly update any of Your Personal Information. When updating Your Personal Information, GenieDoc may ask You to verify Your identity before GenieDoc acts on your request.

#### **5. Cookies**

- 5.1. GenieDoc may place text files in the browser files of Your computer system. A cookie itself does not contain Personal Information and it will only enable us to relate Your use of the Website and/or Services and Your behaviour on the Website, to information that You have specifically and knowingly provided. The only Personal Information that a cookie can contain is the information You yourself supply to the cookie. A cookie can't read data off Your hard disk or read cookie files created by other websites.
- 5.2. GenieDoc uses cookies to track User traffic patterns on the Website and their use of the Services. GenieDoc does not use cookies to track Your use of third party websites, applications or software. Please also note that GenieDoc does not control use of cookies by any third party.
- 5.3. GenieDoc may place both permanent and temporary cookies. A permanent cookie will remain on Your web browser until its expiry date, unless deleted prior to such expiry date. However, most cookies are "session cookies" meaning that they automatically get deleted from Your computer system at the end of the session. You can refuse cookies by turning them off in Your browser or alternatively You can also set Your browser to warn You before accepting any cookies. Therefore, You are always free to decline our cookies if Your browser permits, however:
  - a) GenieDoc uses certain encrypted cookies to authenticate the User on each page after the User logs on to the Website. You will not be entitled to log in to certain areas of the website without accepting such cookies;

Please note that some other features and services may still not function properly or conveniently on Your computer system if the other cookies placed by GenieDoc on your hard drive are disabled.

## 6. Confidentiality and Security

- 6.1. GenieDoc limits access to Personal Information about You to such persons who GenieDoc believes reasonably need to come into contact with that information to provide Services to You or for the purposes of proper functioning of the Website.
- 6.2. GenieDoc has physical, electronic, and procedural safeguards that comply with its legal responsibilities to protect Personal Information about You.
- 6.3. If GenieDoc learns of a security systems breach it may attempt to notify You electronically so that You can take appropriate protective steps. By using the Website or providing Personal Information to GenieDoc You agree that GenieDoc can communicate with You electronically regarding security, privacy and administrative issues relating to You and Your use of the Website. Further, GenieDoc may also post a notice on the Website pertaining to the security system breach in order to notify all the Users at large. GenieDoc may also send an email to You at the email address You have provided to it in these circumstances and if required by law, You may have a legal right to receive notice of a security breach in writing.
- 6.4. GenieDoc takes Your security seriously and take reasonable steps to protect Your information. No data transmission over the internet or information storage technology can be guaranteed to be absolutely secure. The following is a summary of the measures GenieDoc takes to protect Your information and descriptions of the procedures it implements for different types of information You may provide to us:
  - a) Payment information: GenieDoc uses third party service providers (payment gateways) and do not store any payment data on its servers.

- b) Third party service providers and suppliers: GenieDoc works with third party service providers/experts/trainers/professional, suppliers who provide services on its behalf or to it. GenieDoc enters into agreements with such third party service providers, experts, trainers, professional and suppliers to ensure complete security and safety of the User information. Such third party service providers do not have any independent right to the information provided by GenieDoc to them.
- c) Employee and contractor access to information: GenieDoc limits access to Personal Information about You to those employees and contractors who GenieDoc reasonably believes need to come into contact with that information to provide services to You or for the purposes of proper functioning of the Website.
- d) Education and training for employees: GenieDoc has implemented a company-wide education and training program about security that is required of every employee of GenieDoc.

## 7. Changes to this Privacy Policy

- 7.1. GenieDoc may update, revise or amend this Policy from time to time without any prior notice to You. When GenieDoc revises, updates or amends this Policy, it also revises the date at the start of the Policy. For changes to this Policy that may be materially less restrictive on GenieDoc's use or disclosure of Your Personal Information provided to it, GenieDoc will attempt to obtain Your consent before implementing the change. GenieDoc encourages You to periodically review this Policy to stay informed about how GenieDoc is protecting the information it collects. Your continued use of the Website constitutes Your agreement to this Policy and any updates from time to time.

## 8. User Discretion

- 8.1. You can always choose not to provide information and in such cases, if the information required is classified as mandatory, You will not be able to avail of that part of the Services, features or content.
- 8.2. You can add or update Your Personal Information on a regular basis. When You update information, GenieDoc will keep a copy of the prior version for its records.
- 8.3. GenieDoc may, if You so choose, send direct advertisement mailers to You at the address given by You. You have the option to opt-out of this direct mailer by clicking at the unsubscribed link option attached to e-mail. GenieDoc respects Your privacy and if You do not want to receive e-mail or other communications from GenieDoc or use Your Personal Information, please report to GenieDoc at [info@geniedoc.com](mailto:info@geniedoc.com).
- 8.5 The 'Help' portion of the toolbar on most browsers will tell You how to prevent Your browser from accepting new cookies, how to have the browser notify You when You receive a new cookie, or how to disable cookies altogether. Further, You can also disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the Website of its manufacturer. However, as cookies allow You to take advantage of some of the Website's features, some of the Website's features and services may not function properly if Your cookies are disabled. It is therefore, recommended that You leave the cookies turned on.

## 10. Grievance Officer

The details of the Grievance Officer and the manner of contacting him in case of any concern/grievance with respect to the contents on the Website and/or if there has been violation of this Policy is as per the relevant Clause of the Terms of Use.