

Privacy Policy

1. Introduction

- 1.1 Webnyay Private Limited (“us”, “we”, or “Webnyay”, which also includes its affiliates, subsidiaries, employees, agents or directors) is the author and publisher of the internet resource www.webnyay.in (“Website”) and other websites operated by Webnyay from time to time (“Secondary Websites”) on the world wide web as well as the software and applications provided by Webnyay, including but not limited to the mobile application ‘Webnyay’, and the software and applications of the brand names ‘Webnyay’ (together with the Website and Secondary Websites, referred to as the “Services”).
- 1.2 Your use of and access to the Services is subject to this privacy policy and our Terms of Use, which can be accessed at www.webnyay.in (“Terms of Use”). This privacy policy (“Privacy Policy”) explains how we collect, use, share, disclose and protect personal information about:
 - 1.2.1 any user of Services provided through the Website or Secondary Websites or any other mode provided by Webnyay; and
 - 1.2.2 the visitors of Website or Secondary Websites, (collectively referred to as “you” or “User(s)” in this Privacy Policy).
- 1.3 Any capitalized term used but not defined in this Privacy Policy shall have the meaning attributed to it in the Terms of Use.
- 1.4 By using the Services or by otherwise giving us your information, you will be deemed to have read, understood and agreed to all the practices and policies outlined in this Privacy Policy and agree to be bound by the Privacy Policy. You hereby consent to our collection, use and sharing, disclosure of your information as described in this Privacy Policy. We reserve the right to change, modify, add or delete portions of the terms of this Privacy Policy, at our discretion. **If you do not agree with this Privacy Policy at any time, do not use any of the Services or give us any of your information.** If you use the services on behalf of someone else (such as your child) or a legal entity, you represent, warrant and assure Webnyay that you are authorised by such individual or legal entity to:
 - 1.4.1 accept this Privacy Policy on behalf of the individual or legal entity; and
 - 1.4.2 consent on behalf of such individual or legal entity to our collection, use and disclosure of such individual or legal entity’s information.

2. Legal Basis for this Privacy Policy

- 2.1 This Privacy Policy is published in compliance with:
 - 2.1.1 Section 43A (and any other relevant statutory provisions) of the Information Technology Act, 2000 (as amended from time to time);

- 2.1.2 Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (as amended from time to time) (the “**SPI Rules**”); and
- 2.1.3 Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011(as amended from time to time) that require publishing the rules and regulations, privacy policy and terms of use for access or usage of a website.
- 2.2 This document is an electronic record under the Information Technology Act, 2000 (as amended from time to time). This record is generated by a computer system and does not require any physical or digital signatures.
- 2.3 This Privacy Policy states:
 - 2.3.1 The type of information collected from the Users, including Personal Information (as defined below) and Sensitive Personal Data or Information (as defined below) relating to any individual;
 - 2.3.2 The purpose, means and modes of collection, usage, processing, retention and destruction of such information; and
 - 2.3.3 The manner in which Webnyay will disclose such information.

3. Collection of Personal Information

Our Services require us to know who you are so that we can best meet your needs. When you access the Services, or through any interaction with us via emails, telephone calls or other correspondence, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to personally identify you. You hereby consent to the collection of such information by us. Without prejudice to the above, information collected by us from you may include (but is not limited to) the following:

- 3.1 identity data (such as name, gender, date of birth, residence location, height and weight information);
- 3.2 contact data (such as your email address and phone number);
- 3.3 data regarding your usage of the Services (or any relates services) and history of products purchases or services availed;
- 3.4 financial information such as bank accounts, credit and debit card details or other payment instrument details (e.g. Paytm);
- 3.5 insurance data (such as your insurance carrier and insurance plan); and
- 3.6 other information that you voluntarily choose to provide to us (such as information shared by you with us through emails, telephone calls, texts or WhatsApp messages or letters).

- 3.7 The information collected from you by Webnyay may constitute ‘Personal Information’ or ‘Sensitive Personal Data or Information’ under the SPI Rules.
- 3.8 **“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 to a body corporate, is capable of identifying such person.
- 3.9 The SPI Rules further define **“Sensitive Personal Data or Information”** of a person to mean personal information about that person relating to:
- passwords;
 - financial information such as bank accounts, credit and debit card details or other payment instrument details;
 - physical, physiological and mental health condition;
 - sexual orientation;
 - biometric information;
 - information received by body corporate under lawful contract or otherwise;
 - visitor details as provided at the time of registration or thereafter; and
 - call data records.
- 3.10 Webnyay will be free to use, collect and disclose information that is freely available in the public domain without your consent.

4. Privacy Statements

- 4.1 A condition of each User’s use of and access to the Services is their acceptance of the Terms of Use, which also involves acceptance of the terms of this Privacy Policy. Any User that does not agree with any provisions of the same has the option to discontinue the Services provided by Webnyay.
- 4.2 All the information provided to Webnyay by a User, including Personal Information or any Sensitive Personal Data or Information, is voluntary. You understand that Webnyay may use certain information of yours, which has been designated as Personal Information or ‘Sensitive Personal Data or Information’ under the SPI Rules:
- 4.2.1 for the purpose of providing you the Services;
 - 4.2.2 for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes;
 - 4.2.3 for sale or transfer of such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates;

- 4.2.4 for communication purpose; and
- 4.2.5 debugging customer support related issues.
- 4.3 Webnyay also reserves the right to use information provided by or about the User for the following purposes:
 - 4.3.1.1 Contacting the Users for offering new products or services;
 - 4.3.1.2 Contacting the Users for taking product and Service feedback;
 - 4.3.1.3 Analyzing software usage patterns for improving product design and utility; and
 - 4.3.1.4 Analyzing anonymized practice information for commercial use.
- 4.4 If you have voluntarily provided your Personal Information to Webnyay for any of the purposes stated above, you hereby consent to such collection and use of such information by Webnyay.
- 4.5 Collection, use and disclosure of information, which has been, designated as Personal Information or Sensitive Personal Data or Information under the SPI Rules requires your express consent. By affirming your assent to this Privacy Policy, you provide your consent to such use, collection and disclosure as required under the applicable law.
- 4.6 Webnyay does not control or endorse the content, messages or information found in any Services and, accordingly disclaims all liability with regard to the Services and any actions resulting from your participation in any Services, and you agree that you waive any claims against Webnyay relating to same, and to the extent such waiver may be ineffective, you agree to release any claims against Webnyay relating to the same.
- 4.7 You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of account registration. If your personal information changes, you may correct, delete inaccuracies, or amend information by making the change on our member information page or by contacting us at jindalvishwam@gmail.com.
- 4.8 If any changes are requested, we will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable. If you provide any information that is untrue, inaccurate, out of date or incomplete (or becomes untrue, inaccurate, out of date or incomplete), or Webnyay has reasonable grounds to suspect that the information provided by you is untrue, inaccurate, out of date or incomplete, Webnyay may, at its sole discretion, discontinue the provision of the Services to you. There may be circumstances where Webnyay will not correct, delete or update your Personal Data, including (a) where the Personal Data is opinion data that is kept solely for evaluative purpose; and (b) the Personal Data is in documents related to a prosecution or civil or administrative proceedings (in court, arbitration or otherwise) if all proceedings relating to the prosecution have not been completed.

- 4.9 If you wish to cancel your account or request that we no longer use your information to provide you Services, contact us at jindalvishwam@gmail.com. We will retain your information for as long as your account with the Services is active and as needed to provide you the Services. We shall not retain such information for longer than is required for the purposes for which the information may lawfully be used or is otherwise required under any other law for the time being in force. After a period of time, your data may be anonymized and aggregated, and then may be held by us as long as necessary for us to provide our Services effectively, but our use of the anonymized data will be solely for analytic purposes. Please note that your withdrawal of consent, or cancellation of account may result in Webnyay being unable to provide you with its Services or to terminate any existing relationship Webnyay may have with you.
- 4.10 If you wish to opt-out of receiving non-essential communications such as promotional and marketing-related information regarding the Services, please send us an email at jindalvishwam@gmail.com.
- 4.11 Webnyay may require the User to pay with a credit card, wire transfer, debit card or cheque for Services for which subscription amount(s) is payable. Webnyay will collect the User credit card number and/or other financial institution information such as bank account numbers and will use that information for the billing and payment processes, including but not limited to the use and disclosure of such credit card number and information to third parties as necessary to complete such billing operation. Verification of credit information, however, is accomplished solely by the User through the authentication process. The User's credit-card/debit card details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care. The User is advised, however, that internet technology is not full proof safe and User should exercise discretion on using the same.
- 4.12 Due to the communications standards on the Internet, when a User or anyone who visits the Website or Secondary Websites, Webnyay automatically receives the URL of the site from which anyone visits. Webnyay also receives the Internet Protocol (IP) address of each User's computer (or the proxy server a User used to access the World Wide Web), User's computer operating system and type of web browser the User is using, email patterns, as well as the name of the User's ISP. This information is used to analyze overall trends to help Webnyay improve its Service. The linkage between the User's IP address and User's personally identifiable information is not shared with or disclosed to third parties. Webnyay may accordingly share or disclose some of the aggregate findings (not the specific data) in anonymized form (i.e., non-personally identifiable) with advertisers, sponsors, investors, strategic partners, and others in order to help grow its business.
- 4.13 The Website and Secondary Websites uses temporary cookies to store certain (that is not sensitive personal data or information) that is used by Webnyay and its service providers for the technical administration of the Website or Secondary Websites, research and development, and for User administration. In the course of serving advertisements or optimizing services to its Users, Webnyay may allow authorized third parties to place or recognize a unique cookie on the User's browser. The cookies however, do not store any Personal Information of the User. You may adjust your internet browser to disable cookies. If

cookies are disabled you may still use the Website and Secondary Websites, but the Website and Secondary Websites may be limited in the use of some of the features.

- 4.14 A User may have limited access to the Website or Secondary Websites without creating an account on the Website or on Secondary Websites. In order to have access to all the features and benefits on our Website or Secondary Websites, a User must first create an account on our Website or Secondary Websites.
- 4.15 The Website and Secondary Websites may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. Such Users, including any moderators or administrators, are not authorized Webnyay representatives or agents, and their opinions or statements do not necessarily reflect those of Webnyay, and they are not authorized to bind Webnyay to any contract. Webnyay hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner.
- 4.16 Webnyay does not collect information about the visitors of the Website or Secondary Websites from other sources, such as public records or bodies, or private organisations, save and except for the purposes of registration of the Users (the collection, use, storage and disclosure of which each User must agree to under the Terms of Use in order for Webnyay to effectively render the Services).
- 4.17 Webnyay has implemented best international market practices and 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. However, for any data loss or theft due to unauthorized access to the User's electronic devices through which the User avails the Services, Webnyay shall not be held liable for any loss whatsoever incurred by the User.
- 4.18 Webnyay implements reasonable security practices and procedures and has a comprehensive documented information security programme and information security policies that contain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of Webnyay operations.
- 4.19 Webnyay takes your right to privacy very seriously and other than as specifically stated in this Privacy Policy, will only disclose your Personal Information in the event it is required to do so by law, rule, regulation, law enforcement agency, governmental official, legal authority, professional obligations or any similar requirements or when Webnyay, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms of Use or any other agreement that we have with You.

5. Casual Visitors Note

- 5.1 No sensitive personal data or information is automatically collected by Webnyay from any casual visitors of this website, who are merely perusing the Website or Secondary Websites.

- 5.2 This Privacy Policy, as applicable to casual visitors to the Website or Secondary Websites (in as much as it is possible to be applicable).
- 5.3 If you, as a casual visitor, have inadvertently browsed any other page 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, collected, processed, stored, used, disclosed or retained, merely quitting this browser application should ordinarily clear all temporary cookies installed by Webnyay. All visitors, however, are encouraged to use the “clear cookies” functionality of their browsers to ensure such clearing / deletion, as Webnyay cannot guarantee, predict or provide for the behaviour of the equipment of all the visitors of the Website or Secondary Websites.
- 5.4 You are not a casual visitor if you have willingly submitted any personal data or information to Webnyay through any means, including email, post or through the registration process on the Website or Secondary Websites. All such visitors will be deemed to be, and will be treated as, Users for the purposes of this Privacy Policy, and in which case, all the statements in this Privacy Policy apply to such persons.

6. Confidentiality and Security

- 6.1 Your Personal Information is maintained by Webnyay in electronic form on its equipment, and on the equipment of its employees. Such information may also be converted to physical form from time to time. Webnyay takes all necessary precautions to protect your personal information both online and off-line, and implements reasonable security practices and measures including certain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of Webnyay’s business.
- 6.2 No administrator at Webnyay will have knowledge of your password. It is important for you to protect against unauthorized access to your password, your computer and your mobile phone. Be sure to log off from the Website when finished. Webnyay does not undertake any liability for any unauthorised use of your account and password. If you suspect any unauthorized use of your account, you must immediately notify Webnyay by sending an email to jindalvishwam@gmail.com. You shall be liable to indemnify Webnyay due to any loss suffered by it due to such unauthorised use of your account and password.
- 6.3 Webnyay makes all User information accessible to its employees, agents or partners and third parties only on a need-to-know basis, and binds them to strict confidentiality obligations.
- 6.4 Part of the functionality of Webnyay is to resolve disputes online. Webnyay may, therefore, retain and submit all such records to the appropriate personnel who request access to such information.
- 6.5 Notwithstanding the above, Webnyay is not responsible for the confidentiality, security or distribution of your Personal Information by our partners and third parties outside the scope of our agreement with such partners and third parties. Further, Webnyay shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond the reasonable control of Webnyay 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.

7. Change to Privacy Policy

7.1 Webnyay may update this Privacy Policy at any time without advance notice. In the event there are significant changes in the way Webnyay treats User's personally identifiable information, or in the Privacy Policy itself, Webnyay will display a notice on the Website or send Users an email, as provided for above, so that you may review the changed terms prior to continuing to use the Services.

7.2 If you object to any of the changes to our terms, and you no longer wish to use the Services, you may contact us at jindalvishwam@gmail.com to deactivate your account. Unless stated otherwise, Webnyay's current Privacy Policy applies to all information that Webnyay has about you and your account.

7.3 If a User uses the Services or accesses the Website after a notice of changes has been sent to such User or published on the Website, such Users hereby provide their consent to the amended terms.

8. Children's and Minor's Privacy

8.1 Webnyay strongly encourages parents and guardians to supervise the online activities of their minor children and consider using parental control tools available from online services and software manufacturers to help provide a child-friendly online environment. These tools also can prevent minors from disclosing their name, address, and other personally identifiable information online without parental permission. Although the Webnyay Website and Services are not intended for use by minors, Webnyay respects the privacy of minors who may inadvertently use the internet or the mobile application.

9. Your Agreement

9.1 You acknowledge that this Privacy Policy is a part of the Terms of Use of the Website and the other Services, and you unconditionally agree that becoming a User of the Website and its Services signifies your:

9.1.1 consent and assent to this Privacy Policy, and

9.1.2 consent to Webnyay using, collecting, processing and/or disclosing your Personal Information in the manner and for the purposes set out in this Privacy Policy. Your visit to the Website and use of the Services is subject to this Privacy Policy and the Terms of Use.

10. Security of Personal Information

10.1 We use strict security measures to ensure the security, integrity and privacy of your Personal Information and to protect your Personal Information against unauthorised access or unauthorized alteration, disclosure or destruction. For this purpose, we have adopted internal reviews of the data collection, storage and processing practices and security measures, including offering the use of a secure server to guard against unauthorized access to systems where we store your personal data.

- 10.2 We shall, however, not be responsible for any breach of security or for any actions of any third parties that receive your Personal Information. The Website is also linked to many other sites and we are not/shall be not responsible for their privacy policies or practices as it is beyond our control.

11. Privacy Policies of Third Parties

- 11.1 This Privacy Policy only addresses the collection, processing and use (including disclosure) of information by us through your interaction with the Website and Secondary Websites. Other websites that may be accessible through links from the Website and Secondary Websites may have their own privacy policies and personal information collection, processing, use, and disclosure practices. Our business partners may also have their own privacy policies. We encourage you to familiarize yourself with the privacy policies provided by these other parties prior to providing them with information or taking advantage of a sponsored offer or promotion.

12. Cookies

- 12.1 The User is aware that a 'Cookie' is a small piece of information stored by a web server on a web browser so it can later be traced back from that particular browser, and that cookies are useful for enabling the browser to remember information specific to a given user, including but not limited to a User's login identification, password, etc. The User is aware that the Website places both permanent and temporary cookies in the User's computer's hard drive and web browser, and does hereby expressly consent to the same.
- 12.2 The User is further aware that the Website and Secondary Websites uses data collection devices such as cookies on certain pages of the Website and Secondary Websites to help analyse web page flow, measure promotional effectiveness, and promote trust and safety, and that certain features of the Website and Secondary Websites are only available through the use of such cookies. While the User is free to decline the Website and Secondary Websites' cookies if the User's browser permits, the User may consequently be unable to use certain features on the Website or Secondary Websites.
- 12.3 Additionally, the User is aware that he/she might encounter 'cookies' or other similar devices on certain pages of the Website and Secondary Websites that are placed by third parties or affiliates of the Company/Website. The User expressly agrees and acknowledges that we do not control the use of such cookies/other devices by third parties, that we are in no way responsible for the same, and that the User assumes any and all risks in this regard.

13. Address for Privacy Questions

- 13.1 Should you have questions about this Privacy Policy or Webnyay's information collection, use and disclosure practices, you may contact, the Data Protection Officer appointed by Webnyay in accordance with the provisions of PDPA. If you have any grievance with respect to our use of your information, you may communicate such grievance to the Data Protection Officer at jindalvishwam@gmail.com.