

## PRIVACY POLICY

THIS PRIVACY POLICY IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER THE INFORMATION TECHNOLOGY ACT, 2000 AND THE RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS PRIVACY POLICY DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THE TERMS "WE/US/OUR/EQICK" INDIVIDUALLY AND COLLECTIVELY REFER TO EQICK INDIA PRIVATE LIMITED AND THE TERMS "YOU/YOUR/YOURSELF" REFER TO THE USERS/MEMBERS/CUSTOMERS UNDER DRIVERS AGREEMENT AND MEMBERSHIP AGREEMENT.

THIS PRIVACY POLICY IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND EQICK (BOTH TERMS DEFINED ABOVE).

THIS DOCUMENT IS PUBLISHED AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF THE INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL DATA OF INFORMATION) RULES, 2011 UNDER INFORMATION TECHNOLOGY ACT, 2000; THAT REQUIRE PUBLISHING OF THE PRIVACY POLICY FOR COLLECTION, USE, STORAGE AND TRANSFER OF SENSITIVE PERSONAL DATA OR INFORMATION.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. BY USING THE WEBSITE, YOU INDICATE THAT YOU UNDERSTAND, AGREE AND CONSENT TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT USE THIS WEBSITE. YOU HEREBY PROVIDE YOUR UNCONDITIONAL & IRREVOCABLE CONSENT TO EQICK FOR THE PURPOSES PRESCRIBED UNDER INCLUDING BUT NOT LIMITED TO PROVISIONS OF SECTIONS 43A, 72 AND SECTION 72A OF INFORMATION TECHNOLOGY ACT, 2000.

This Privacy Policy (the "Policy") sets out how EQICK collects, uses, protects & shares any information that you give to us, when you use this website i.e. [www.EQICKindia.com](http://www.EQICKindia.com) including its m-application (the "Website"). EQICK is committed to ensure that your privacy is protected to all possible, reasonable and commercial extent, as your privacy on the Internet is of the utmost importance to us. Because we gather certain types of information about You in order to provide, protect, maintain and improve our services, We feel you should fully understand the Policy surrounding the capture and use of that information and solicit Your full attention towards it.

By providing us your Information or by making use of the facilities provided by the Website, You hereby consent to the collection, storage, processing and transfer of

any or all of Your Personal Information and Non-Personal Information by EQICK, as specified under this Policy. You further represent and warrant that such collection, use, storage and transfer of Your Information shall not cause any loss or wrongful gain to you or any other person.

This Policy is a legally binding contract between You and EQICK, whose Website, You use or access or You otherwise deal with. This Policy shall be read together with the other terms and condition of the Website viz, Membership Agreement, Drivers Agreement and Fees Policy being displayed on the website [www.eqick.in](http://www.eqick.in).

### **Collection, Storage and Use of Personal Information:**

When You apply for or maintain an account with EQICK, We collect certain personally identifiable information (“Personal Information”), such as: Your name, age, gender, photograph, contact preferences telephone number, mailing address, including but not limited to permanent and current residential addresses, e-mail address, financial information, internet protocol address, history of Your transactions ( booking and payment history), any other items of sensitive personal data or information, as such term is defined under the Information Technology (Reasonable Security Practices And Procedures And Sensitive Personal Data Of Information) Rules, 2011 enacted under the Information Technology Act, 2000, identification code of Your communication device which You use to access the Website, any other information that You provide during Your registration, use of availing of services via Website and other relevant documents viz; driving license and additional address cum identity proofs, as prescribed under the Membership Agreement and Drivers Agreement of EQICK. By providing information to create a user account or complete Your user profile, You expressly and voluntarily accept this Policy and You shall be deemed to have voluntarily consented to authenticate Yourself with a government issued photo identity document which also contains your address, other than driver’s licence, (hereafter “Government-issued ID”) and hereby give Your voluntary consent for seeding identification details as provided in Government-issued ID to all Membership requirements and to provide Your identity information for authentication for the purpose of availing of the Services and to enforce any breach committed by you of the Memberships Agreement or Drivers Agreement through police, government/enforcement authority or court of law.

In pursuit of excellence in the services offered few other personal information that We collect includes the following:

Vehicle Use Data: Vehicles will contain hardware that gathers and transmits information about vehicle use. This is done as a security measure against accident or theft and also to provide You with valuable services and information, such as other drivers' data.

**Location Tracking:** To prevent theft, and to allow us to locate You in case of emergency, accident, lock-out, etc., We track the location of your vehicle. Your location information will be confined to EQICK's service, and we endeavour not to make your location or movements' public unless it is required under personal, medical and legal (recovery and insurance) exigencies. As part of our service, the location of your vehicle may be released to insurance companies, the police, courts, tribunals or similar law enforcement agencies, in the course of an investigation and/or accident claim, and to provide assistance in emergencies. Information regarding the location of each vehicle on EQICK's Website is also transmitted to EQICK.

**Driver and vehicle Information:** As a member of EQICK's Website, you authorize us to access Your driver's record, vehicle travelled history report pertaining to Your ride/trip from all applicable entities and authorities'. Moreover, You authorize all DMVs, RMVs, auto mechanics and all other entities and interested parties to release information to us regarding Your driving record and vehicle travel history.

You have the right to request to EQICK to discontinue the use of Your personal information. To withdraw Your consent to our collection and processing of Your information in future, You may do so by closing your account.

## Collection and Use of Non-Personal Information

We also collect non-personal information – data in a form that does not permit direct association with any specific individual, including browser You use, usage details and identifying technologies. We may use, transfer, collect and disclose non-personal information for any purpose. If We do combine non-personal information with personal information, the combined information will be treated as personal information for as long as it remains combined.

**Aggregate Information:** We may share non-personally identifiable information (such as referring/exit pages, anonymous usage data, and URLs, platform types, number of clicks, etc.) with interested third parties to help them understand the usage patterns for certain EQICK's services.

Third-party ad servers or ad networks may serve advertisements on the Website. These third-party ad servers or ad networks may automatically receive Your internet protocol address, when they serve ads to Your Internet browser. They may also use other technologies (such as cookies, JavaScript, or web beacons) to measure the effectiveness of their advertisements and to personalize the advertising content. However, please note that if an advertiser asks EQICK to show an advertisement to a certain audience and you respond to that advertisement, the advertiser or ad-server may conclude that You fit the description of the audience they are trying to reach. EQICK'S Policy does not apply to, and we cannot control the activities of, third-party advertisers.

## Cookies:

We use various technologies, including “cookies”, to collect non-identifiable information. A cookie is a piece of data that any website can send to Your browser, which may then be stored on Your computer as an anonymous tag that identifies Your computer but not You. To enhance Our Service, some EQICK pages use cookies, sent by EQICK or its third-party vendors, or other technologies. You may control the effect of cookies through Your browser settings; however some features of EQICK’s Service may not work properly if Your use of cookies is disabled.

We may also use Web beacon or other technologies, often in conjunction with cookies, to enhance Our Service on a number of pages of EQICK’s Website. A non-identifiable notice of a visitor’s visit to a page on EQICK’s site is generated and recorded, and which may be processed by us or by Our suppliers. To disable some of these features, You may disable cookies in Your web browser’s settings. Web beacon and other technologies will still detect visits to these pages, but the notices they generate are disregarded and cannot be associated with other non-identifiable cookie information.

## Information Sharing:

EQICK only shares Personal Information with third parties in the following limited circumstances:

- i) To provide other businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on Our instructions and in compliance with this Policy and any other appropriate confidentiality and security measures.
- ii) We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request including to law enforcement and in response to a court order, (b) detect, prevent, or otherwise address fraud, technical or security issues, (c) enforce applicable terms and conditions of the Website including but not limited to Membership Agreement, Drivers Agreement, Privacy Policy and Fees Policy, which may be further extended to investigation of potential violations thereof, or (d) protect against harm to the rights, safety or property of EQICK, its Users or the public as required or permitted by law.
- iii) To protect and recover assets viz; vehicles/ outstanding.
- iv) To protect Ourselves against third-party claims.
- v) We reserve the right to transfer any/all personal information We have about You in the event that We sell or transfer all or a portion of Our business or assets.
- vi) We partner with outside companies to provide You with additional services related to EQICK, such as ride-sharing, referral programmes or parking benefits. When You purchase, register, or otherwise express interest in a product or service offered by a

third party through EQICK or sponsored on Our Website, You consent to Our sharing your personal information with those parties. Participation in rewards programs, discount offers, contests, or other programs that involve third parties, authorizes EQICK to share Your personal information with those parties. A third party's use of Your information is bound by contracts and agreements between EQICK and the third party. We only share information reasonably needed to provide additional services, and such shared information may be bound by other privacy arrangements. By sharing this information, You agree that EQICK is not liable or responsible for the actions or inactions of third parties.

vii) EQICK may transfer/disclose/share information to those parties who support Our business, such as providing technical infrastructure services, analysing how Our services are used, measuring the effectiveness of advertisements, providing customer / buyer services, facilitating payments, or conducting academic research and surveys.

### **Links to Third-Party Websites:**

This Website may contain links to third-party websites, products, and services. Information collected by third parties, which may include such things as location data or contact details, is governed by their privacy practices. We encourage You to learn about the privacy practices of those third parties. We cannot be responsible for these policies.

### **Information Security & Retention:**

We take precautions – including administrative, technical and physical measures – to safeguard Your personal information against loss, misuse or theft, as well as against destruction, alteration, disclosure and unauthorized access. For this purpose, EQICK adopts internal reviews of the data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems, where EQICK stores Your Personal Information., provided that Your right to claim damages shall be limited to the right to claim only statutory damages under Information Technology Act, 2000 and You hereby waive and release EQICK from any claim of damages under contract or under tort.

When You use Our services or post on the Website, some of the Personal Information You share is visible to other users and can be read, collected, or used by them. You are responsible for such Personal Information You choose to submit in these instances. For example, if You list Your name and email address on the Website, that information is public. Further, You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your account or password.

EQICK may share Your Information with third parties under a confidentiality arrangement, which inter alia provides for that such third parties not disclosing the Information further unless such disclosure is for the purposes defined under the respective confidentiality arrangements. However, EQICK is not responsible for any breach of security or for any actions of any third parties that receive Your Personal Information. EQICK is not liable for any loss or injury caused to You as a result of You providing Your Personal Information to third party (including any third party websites, even if links to such third party websites are provided on the Website).

Notwithstanding anything contained in this Policy or elsewhere, EQICK shall not be held responsible for any loss, damage or misuse of Your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below).

A "Force Majeure Event" shall mean any event that is beyond the reasonable control of EQICK and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer, computer system or computer network, computer crashes, breach of security and encryption (provided beyond reasonable commercial control of EQICK), power or electricity failure or unavailability of adequate power or electricity.

While We will endeavour to take all reasonable and appropriate steps to keep secure any Personal Information which We hold about You and prevent unauthorized access, You acknowledge that the internet or computer networks are not fully secure and that We cannot provide any absolute assurance regarding the security of Your Personal Information. Please exercise reasonable caution when determining what Personal Information You disclose via the Website.

You agree that all Personal Information shall be retained till such time required for the purpose or required under applicable law, whichever is later. Non-Personal Information will be retained indefinitely.

### **Updates to the Policy:**

Please note that this Policy may change from time to time. We will post any Policy changes on the Website and without prior notice to You. Please review the Policy each time You use the Website. By Your continued use of the Website, You impliedly consent to the terms of the revised/updated Policy, if any.

### **Grievance Officer:**

If You find any discrepancies or have any grievances in relation to the collection, storage, use, disclosure and transfer of Your Personal Information under this Policy or any terms of EQICK's Membership Agreement, Drivers Agreement, Privacy Policy, Fees Policy etc. please contact the following:

Mr. Laxmiraman Soni, the designated grievance officer under Information Technology Act, 2000

E-mail: [support@eqick.in](mailto:support@eqick.in)

#### **Miscellaneous:**

While EQICK may retain any correspondence sent by You, it does not intend to collect or save any information from children 15 years of age and younger.

EQICK reserves the right to remove or edit content, refuse service, terminate accounts, or cancel plans or orders at its sole discretion.