

## PRIVACY POLICY

The website [www.adraas.com](http://www.adraas.com) (“the **Platform**”) is owned and operated by Settlezy ADR Institute Pvt. Ltd., a company incorporated in India under the Companies Act, 2013, having its registered office in Noida (“**Company**”).

The Platform is a browser based platform facilitating/providing a real time environment for dispute resolution.

In this Privacy Policy, We / us / our”, refer to Settlezy ADR Institute Private Limited [CIN:U74999UP2021PTC146899], and the terms “you / your / yourself / user” refer to any legal person or entity accessing the Platform who is legally competent to contract, as per the provisions of the Indian Contract Act, 1872.

This Privacy Policy (“**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. The Privacy Policy is published in accordance with the provisions of the Information Technology Act, 2000 and the Reasonable Security Practices and Procedures and Sensitive Personal Data or Information Rules, 2011 that require publishing the rules and regulations, privacy policy on an online portal of the Company.

You hereby acknowledge and agree that no express act or signature is required to make the terms of this policy binding on you and that the mere act of visiting this platform or any part of it by you constitutes your full and final acceptance of this Policy.

We request you to go through this Privacy Policy carefully before you decide to access the Platform.

We prioritize user satisfaction and therefore have taken all necessary and reasonable measures to protect and maintain the confidentiality of your information and its transmission through the internet.

BY USING OUR SERVICES AND/OR THE WEBSITE OR BY OTHERWISE GIVING US YOUR INFORMATION, YOU AGREE TO THE TERMS OF THIS PRIVACY POLICY. YOU ALSO EXPRESSLY CONSENT TO OUR USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION (AS DEFINED BELOW) IN THE MANNER PRESCRIBED UNDER THIS PRIVACY POLICY AND FURTHER SIGNIFY YOUR AGREEMENT TO THIS PRIVACY POLICY AND THE TERMS OF USE. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, KINDLY REFRAIN FROM SUBSCRIBING TO OR USING THE SERVICES OR THE WEBSITE AND DO NOT GIVE US ANY OF YOUR INFORMATION.

## COLLECTION OF INFORMATION

By using our platform and/or availing the services, you consent to the data collection practices underlined in this Policy.

1. By submitting information/ data on the Platform, you hereby grant to us license to use the information on the terms and conditions contained herein.
2. We collect ‘Personal’ and ‘Non-personal’ Information (collectively referred to as ‘Client Data’) of our users in the manner and for the purposes highlighted below.
3. Personal Information: Personal Information includes the information which may be used to identify you, for example your Name and contact details. We may collect and process personal information provided by you, which includes but is not limited to:
  - (a) any information that you provide at the time of registration on the platform including any information that can be used to identify, contact, or locate the user such as name, email, address, phone number or specific details related to your dispute, any personally identifiable documents, statements, evidence supporting your claim or response to a claim which you upload on the platform, orders and awards, etc.
  - (b) any information that you provide on our website when you use our services including login and log out time and other relevant on-site activities.
  - (c) any data that is automatically captured by the Website, such as the “IP” address from which the Website has been accessed.
5. Non-personal Information: Non-Personal Information includes information that cannot be used to personally identify you, such as any general demographic information and anonymous usage data, etc.
6. Payment Information: We don't save or store your payment information in our system. However, if you choose to avail any of our services, our third-party payment processors will collect your payment information and the protection of this information will be as per their respective privacy policies. You are advised to read through and understand the terms under which such third-party websites collect and process your information.

## USAGE OF INFORMATION COLLECTED

Use of Personal Information for Services: We process Personal Information provided by you, strictly for the following purposes:

- (a) For providing services effectively and efficiently to you;
- (b) For communicating with you in relation to processing your dispute, settlement and/or other action;
- (c) For improving and enhancing the features and quality of services provided;
- (d) For the purpose of analyzing Platform usage, tracking trends and diagnosing technical problems;
- (e) For saving and remembering basic information to ensure effective and easy access to the Platform by you;
- (f) For verifying your identity to determine your eligibility to use the Website and avail the Services;
- (g) For the purpose of notifying you about any changes to the Platform;
- (h) For enabling the Company to comply with its legal and regulatory obligations;
- (i) For the purpose of sending administrative notices, Service-related alerts and other similar communication;
- (j) Doing market research, troubleshooting, protection against error, project planning, fraud and other criminal activity; and
- (k) For the purpose of enforcing the Company's Terms of Service and Terms and Conditions.

## **COOKIES**

- a. To offer a seamless experience on the Platform, our website will use cookies. Cookies are small blocks of data saved by your browser onto your devices. Some of these cookies are necessary, while others are used to record various aspects of your visit and thereby assist the Company in enhancing the user experience such as by suggesting more things you might be interested in. Every time a user lands on our website, you will be given the choice to allow the Platform to track cookies or not.
- b. Some cookies might remember your preferences, remember your browsing behaviour, and save your login details on some browsers.
- c. Saved cookies like session cookies, persistent cookies, third party cookies, marketing cookies, performance cookies, analytical cookies, and any other cookies can be deleted by the user from their browsers.

- d. Only the first party cookies are stored with the company and the company will not be liable for any cookies stored outside of its servers. Our Privacy Policy does not cover the use of cookies by our partners, affiliates or any other third party.
- e. The user agrees that he is aware that the platform uses data collection devices such as cookies to track page flow, measure promotional effectiveness etc. and that certain features of the platform are only available using such cookies. While the user is free to decline the platform's cookies if permitted by the Platform, the user may consequently be unable to use certain features on the Platform. Such important cookie permissions that are required for the performance of certain tasks on the website will be highlighted. These cookies are stored with the browser and can be cleared by the user and the user will be alerted when such cookies are being stored as the website will proceed upon acceptance or rejection.

## **SHARING OF INFORMATION**

### **1. Liability for Unintended transfer**

The user agrees that the Company will not be liable for transfer of any Personal Information resulting from loss or distribution of data, or corruption of media storage, natural phenomena, power failures, riots, act(s) of vandalism, sabotage, terrorism and any other event beyond the Company's reasonable control, including due to acts or omissions of unauthorised third parties. Consulting

### **2. Third Party Services**

We may partner with third party(ies) to provide specific Services to the users. The users signing-up for those Services hereby agree to sharing of their names and such other Personal Information with such third party that is necessary for the third party to provide the Services. We will take all the necessary and reasonable measures to ensure that the Company's arrangements with those third parties are such that these parties are prohibited from using any personally identifiable information except for the explicit purpose of assisting in providing services. The users signing up for these services from third-party partners are required to read through the terms and conditions of such third-party services and take an informed decision about availing services from them. The processing of your personal information though guided by this Privacy Policy will depend upon the privacy terms of the respective third-party service provider and the Company shall not be liable for any loss or unauthorized use of your information by such third-party service provider.

### **3. Regulatory Disclosures**

The personal information provided by you or collected by us from you shall be subject to regulatory or other disclosures as required by any law, regulation, rule, or governmental,

legal or regulatory authorities or any other statutory bodies, or by order of court and the like and may be disclosed pursuant to such Required Disclosures even unilaterally, without notice to you.

4. Link to Third Party Websites

The Platform may contain links that may lead you to other websites. The user is aware and acknowledges that once you leave the Company's Website, you will be subjected to the privacy policy of the other website and the existing privacy policies of this website will no longer protect the user. This Privacy Policy applies to our platform only and not to any other platforms that you may be able to access from our platform. Such other platforms or websites of our partners are governed by their own policies which may be substantially different from this Policy and the user is advised to proceed with the respective privacy policy with caution.

5. Disclosure to Other Service Recipients

The user agrees and consents to disclosure of his personal information to disputants, dispute resolution professionals, witnesses, and legal counsel to the extent such disclosure is required for practical reasons, or by applicable rules for resolution of disputes, or for availing services, or by the respective laws applicable to the parties/dispute.

6. Transfer of information to assignees, transferees, etc.

The Company may need to disclose/transfer to third parties to whom it transfers its rights and duties under any agreement entered into with such third parties, for instance, as a result of a sale or acquisition, merger or bankruptcy involving the Company. The Company maintains transparency with any such disclosure / transfer and obtains specific consent for any such disclosure / transmission.

## **SECURITY OF INFORMATION**

1. We use appropriate methods and managerial, technical and operational procedures for safeguarding and securing your Personal Information.
2. We utilise the personal information collected from the user only for the purposes for which it was collected from or authorized by the user.
3. We diligently follow the generally accepted industry standards for protecting and maintaining the confidentiality of user information.
4. We do not sell, trade in, or rent or otherwise share for marketing purposes your Personal Information with third parties without your consent.

5. We pledge to preserve the integrity and security of your Personal Information against any loss, theft, unauthorized access, disclosure, reproduction, use or amendment by taking all necessary and commercially reasonable precautions.
6. Personal Information that is collected from you may be transferred to, stored and processed at any destination within and / or outside India. By submitting Personal Information on the Website, you agree to such transfer, storing and / or processing. The Company will take such steps as it considers reasonably necessary to ensure that your Personal Information is treated securely, with compliance to Indian laws, and in accordance with this Privacy Policy.
7. The user understands and accepts the inherent security implications of data transmission over the internet, while using the website. Therefore, the use of the Website will be at your own risk and the Company will not be liable for any disclosure of Personal Information due to transmission errors, compromised IP address, compromised email address or passwords, unauthorised access by third party access, or acts or omissions beyond its reasonable control.
8. The user agrees not to hold the Company responsible for any breach of security whether arising due to user's negligence, errors in transmission or due to any acts of third parties.
9. In the event the Company becomes aware of any breach of the security of your Personal Information, it will promptly notify you and take appropriate action to the best of its ability to remedy such a breach as per Indian laws.

#### **OFFLINE DATA SECURITY**

1. The Company also protects your Personal Information off-line other than as specifically mentioned in this Privacy Policy.
2. Access to your Personal Information is limited to employees, agents, or partners and third parties, who the Company reasonably believes will need that information to enable the Company to provide Services as described. However, the company takes no responsibility for the confidentiality, security, or distribution of Personal Information by our partners and third parties outside the scope of our agreement with such partners and third parties.

#### **EXCLUSION**

1. This Privacy Policy does not apply to any information other than information collected by the Company through the Website.

#### **DATA RETENTION**

1. We will not retain or store your Personal Information any longer than is necessary to fulfil the purposes for which it was collected as permitted by applicable laws.

2. In case you wish to cancel your account or request that the Company no longer stores or use your information to provide you Services, contact us through email at [director@adraas.com](mailto:director@adraas.com)
3. The user understands that even after termination of the user account, the Company may retain your Personal Information as required for complying with our legal and regulatory obligations, or investigation or prevention of fraud or for enforcement of our agreements, and any other similar reasons.

## **RIGHT TO WITHDRAW CONSENT**

1. The user has the right to withdraw his consent to collection of information by the company.
2. The collection, use and disclosure of your Personal Information is subject to your consent and such consent will remain valid until the time it is withdrawn by you in writing. Once the user has withdrawn the consent, the Company will not process your personal information any further except as permissible or required by any applicable law.
3. Your request to withdraw consent shall be responded to within a reasonable timeframe. You may withdraw your consent at any time by contacting us.
4. The user understands that consent with respect to the pleadings and documents or any other such information related to any dispute you wish to resolve using the Services, may not be withdrawn till the conclusion of the case.

## **RIGHT TO CORRECTION**

1. The user has the right and is expected to correct or update any information provided to us at the time of registration or thereafter provided that the information is genuine and the company has no reason to believe otherwise. You may submit a request to correct or update your personal or contact details or other information in writing or via email to [director@adraas.com](mailto:director@adraas.com)

## **TRANSFER OF DATA**

1. The Company may transfer information that it collects about you, including Personal Information, to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. These countries may have data protection laws that are different from the laws of your country and, in some cases, may not be as protective. The Company shall take appropriate safeguards to require

that your Personal Information will remain protected in accordance with this Privacy Policy, but shall not be liable for any resulting loss.

## **MODIFICATION OF TERMS**

1. We have sole and exclusive rights to modify this policy unilaterally, without any prior intimation to the user subject to applicable laws. The user unequivocally agrees that any changes will be effective immediately upon the posting of the revised Privacy Policy.
2. If the Company makes any material changes, it will notify you by email prior to the change becoming effective. Such email will be sent with a clear subject line, description and summary of the changes, link to the updated privacy policy, and effective dates. You are advised to periodically check this page for the latest information on our privacy practices.
3. Your use of the Platform is governed by this Policy and the Terms. Each time you use access this platform or any related service, the current version of this Policy will govern your use.

## **OPT OUT PROCEDURES**

1. Upon initial communication from the Company, you may opt-out of receiving further communications from the Company or you may unsubscribe from getting mails but doing so might result in missing important information or updates. To be completely removed from the Company's mailing list, you may contact us at [info@adraas.com](mailto:info@adraas.com).
2. The Privacy policy will be kept accessible on the website for the users to read and understand.

## **ADDRESS FOR PRIVACY QUESTIONS**

In case you have any questions about this Privacy Policy or Company's information collection, use and disclosure practices, you may contact us at: [info@adraas.com](mailto:info@adraas.com)

**YOU HAVE READ THIS PRIVACY POLICY AND AGREE TO ALL OF THE**



PROVISIONS CONTAINED ABOVE.