

[INTERNET SURVEILLANCE TERMS & CONDITIONS POLICY]

This Internet Surveillance Terms & Conditions policy sets out the principles that govern the relationship between the guest or End User (“User”) and the software and application of OneAssist (“Platform”) that arises out of the usage of products and services of the Platform by the User. By using this website, you consent to the data practices described in this Internet Surveillance Terms & Conditions Policy. Any User that does not agree with any provisions of this policy is required to leave the Platform immediately.

1. CONTEXT

1.1. What is the Platform?

Platform is provided by [OneAssist Consumer Solutions Private Limited] (hereinafter referred to as the “Company”) to serve as a medium for providing [registration of personal information for monitoring purpose and sharing alerts / reports] to the Users.

1.2. Why this [Internet Surveillance Terms & Conditions Policy]?

Platform is providing an identity theft protection, fraud detection, identity monitoring, and related services to the User wherein a patent protected technology, i.e. Identity Management Center being a proprietary of CSIdentity Corporation (“CSID”), is used to access a variety of data, and scour the internet in real-time to monitor websites, blogs, bulletin boards and chat rooms to identify the misuse, illegal trading and selling of personal information of the User (“Services”).

The User shall share the details of its/his/her personal information and social media account detail on the Platform to register for, and avail the Services provided by the Platform in accordance with this [Internet Surveillance Terms & Conditions Policy] (“Policy”). Such information shall consist of, including but not limited to, Credit/Debit Cards, Bank Accounts, Passport, Pancard, Aadhar Card, Driving License, International Banking Account Number, Email Ids, Mobile Numbers and Social Media Account Information (“Personal Information”).

This Policy is published in compliance of:

- i. Section 43A of the Information Technology Act, 2000;
- ii. Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”);
- iii. Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011; and
- iv. any other applicable laws in India.

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. information received by body corporate under lawful contract or otherwise;
 - d. guest details as provided at the time of registration or thereafter; and
 - e. call and message 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. TERMS AND CONDITIONS

2.1. Terms of Services

- i. Any subscription by the User will be accepted by the Platform as and when such User agrees to the terms and conditions under this Policy. In order to have access to the features and benefits of the Services, a User must accept the terms and conditions of this Policy, expressly acknowledging and recognizing the passing on of its Personal Information by the Platform through https / encrypted form to CSID and hence, use of its Personal Information by CSID to enroll for monitoring services. A Subscriber’s consent to this Policy shall be obtained electronically from such Subscriber via a click and/or acceptance of the Policy. Without User’s agreement, Platform will not share any Personal Information with CSID. Upon subscribing to the Services, such User (“**Subscriber**”) will receive internet surveillance alerts / reports by the Platform in the event of any breach is detected.
- ii. The Personal Information provided by the Subscriber will be used (a) to provide the Services requested by such Subscriber, and (b) for internal business purposes, product or service development and/or statistical analysis, except as expressly specified herein.
- iii. The Company and/or CSID have appropriate physical, technical and organizational measures in place to protect Subscriber’s data that comply with relevant legal and best practice requirements. Upon submission of personal and sensitive information as part of the enrollment process, the transmission of such Personal Information will be encrypted using secure socket layer technology. However, it is pertinent for the Subscriber to understand that such Personal Information is being transmitted across the Internet and that no method of transmission over the Internet is 100% (One Hundred Per Cent) secure.

Although reasonable security measures will be taken to protect the Personal Information upon its receipt, the Subscriber is also required to take appropriate steps to protect it/his/her information.

In addition, Subscriber agrees that Company and the Platform, along with CSID, are not responsible and do not have control over any third-parties that Subscriber authorizes to access its/his/her content. If the Subscriber is using a third-party website or service and allows them to access its/his/her content, such Subscriber shall do so at its/his/her own risk. Notwithstanding anything contained herein and in addition to this Policy, Privacy Policy of the Platform available here [\[link\]](#) shall also be applicable to the contractual relationship of the Subscriber and the Platform.

2.2. Sharing of Personal Information

- i. All employees and data processors of the Company and/or CSID, who have access to, and are associated with the processing of sensitive personal data or information, are obliged to respect the confidentiality of every Subscriber's sensitive personal data and information.
- ii. Except as expressly specified herein, the Platform and/or CSID will not share, rent or sell Subscriber's Personal Information with or to third parties for their promotional use or for their marketing purposes. To be able to provide the Subscriber with Services, the Platform and/or CSID will share Personal Information of the Subscriber with third party contractors who work on behalf of or with the Platform and/or CSID to provide the Subscribers with such services, depending on the service requested by such Subscriber. Generally, these contractors do not have any independent right to share this information, however certain contractors who provide services to the Subscribers, including the providers of online communications services, will have rights to use and disclose the Personal Information collected in connection with the provision of these services in accordance with their own privacy policies.

Additionally, usage of (i) information gathered from cookies, (b) social media widgets and (c) links to other websites as provided on CSID website or Platform will be governed by terms and conditions of the Privacy Policy of the Platform available here [\[OneAssist Privacy Policy\]](#) and Privacy Policy of CSID available at [\[link\]](#).

- iii. Company and/or CSID may disclose or transfer Subscriber's personal and other information a Subscriber provides, to another third party as part of merger, acquisition, reorganization or sale of assets of any division of the Company or CSID, or the Company or CSID as a whole. Any third party to which Company or CSID transfers or sells their assets will have the right to continue to use the personal and other information that a Subscriber provides to the Company and/or CSID. Furthermore, CSID and/or the Company may, as and when required by the applicable law and in their sole discretion, disclose the Personal Information to governmental institutions or authorities to comply with a legal process or legal notice or subpoena or to investigate fraud or in response to a government request or to enforce or apply its terms of use.
- iv. Company will not send any promotional content to a Subscriber pertaining of Company's or CSID's other products or services or those of any reputable third parties without prior consent of the Subscriber. In the event, such Subscriber no longer wishes to receive the

promotional communications, it/he/she may opt-out of receiving them by following the instructions included in each communication or by e-mailing the Platform at the e-mail address provided below or by contacting the Platform through one of the methods listed below in Paragraph 2.10.

- v. The Subscriber waives any and all claims against the Company and/or CSID, their agents and employees for the acts or omissions of the third parties with regard to the use or disclosure of such Personal Information. The Subscriber further authorizes the Platform, its agents and employees to obtain various information and reports about the Subscriber (or about Subscriber's children that Subscriber may have enrolled) in order to perform the Services.
- vi. Subscriber agrees and understands that it/he/she is responsible for maintaining the confidentiality of passwords associated with any account Subscriber uses to access the Services. Therefore, the Subscriber agrees that the Subscriber will be solely responsible to the Platform for all activities that occur under the Subscriber's account. If the Subscriber becomes aware of any unauthorized use of its/his/her password or of its/his/her account, the Subscriber agrees to notify the Platform immediately.

2.3. Alteration of Terms

- i. Company reserves the right, in its sole discretion, to modify or update this Policy at any time without prior notice to the Subscriber, which modifications and/or updates will be binding on the Subscriber, except to the extent where prior notice of material changes is required by applicable law in which instance written notice will be provided in accordance with applicable law. If a Subscriber uses the Service after notice of changes have been sent to such Subscriber or published on the website of the Company, such Subscriber thereby provides his/her/its consent to the changed practices.
- ii. All the information provided by a Subscriber, including sensitive Personal Information, is voluntary. Subscriber has the right to withdraw his/her/its consent at any time, in accordance with the terms of this Policy, provided such withdrawal of consent will not be retroactive.
- iii. During the term of the Services, Subscriber can (a) add or edit Personal Information provided, (b) deactivate Services, (c) reactivate Services, and/or (d) subscribe / unsubscribe to social media networks including Facebook, Twitter, Instagram and LinkedIn through CSID. Upon deactivation of the Subscriber's account, the Company and/or CSID may continue to share Personal Information about such Subscriber according to their legal and regulatory requirements and retain such Personal Information for a period as required to comply with applicable compliance requirements, legal obligations, dispute resolution, and enforce their existing agreements.

2.4. Term & Termination

- i. This Policy (for the purpose of this Paragraph, Paragraph 2.8 & 2.9 below, "Agreement") will continue to apply until terminated by either the Subscriber or the Platform in the

manner set out herein. The Subscriber may terminate the Agreement with the Platform, with or without cause, by:

- a. notifying the Platform at any time; and
 - b. closing Subscriber's accounts for all of the Services which the Subscriber uses, where the Platform has made the option available to the Subscriber.
- ii. The Platform may, at any time, terminate the Agreement with or without cause. The Platform may also terminate the Agreement with the Subscriber upon, *inter alia*:
- a. breach, or acting in a manner signifying intention to breach or being unable to comply with any provision of this Agreement by the Subscriber;
 - b. requirement under law; or
 - c. the provision of the services becoming, in the Platform's opinion, not commercially viable.

2.5. Representations & Warranties

- i. The Subscriber understands that by accepting the terms of this Policy, the Subscriber is providing "written instructions" and authorization to the Company, its affiliates, their employees, agents, subsidiaries, affiliates, contractors, third party data providers to exchange information about the Subscriber with each relevant data providers in order to verify the Subscriber's identity and to provide the Services.
- ii. The Personal Information, taken at the time of enrollment, is required to verify the Subscriber's identity, to charge the agreed upon fees for the Services, and to fulfil the obligation to provide Services to the Subscriber, including communicating with third parties as necessary to provide the Services, such as identification verification companies, consumer reporting agencies, law enforcement agencies, or others.
- iii. The Services are provided on an "AS IS" and "AS AVAILABLE" basis. The Company, the Platform and their data providers make no representations or warranties, express or implied, with respect to the Services and disclaim any express or implied warranties with respect thereto. Without limiting the foregoing, the Company, the Platform and their data providers do not guarantee or warrant the accuracy, timeliness, completeness, correctness, title, merchantability, non-infringement, or fitness for a particular purpose of the Services and shall not be liable for any loss or injury arising out of or caused in whole or in part by use of the Services or the data therein.
- iv. The Platform, including all content, memberships, products and services made available on or accessed through the Platform, is provided to the Subscriber on an "AS IS" basis. To the fullest extent permissible under applicable law, neither the Platform nor its affiliates or any third party service providers or suppliers make any representations or warranties of any kind whatsoever as to the content, memberships, products or services available on or accessed through the site, that a Subscriber will have continuous, uninterrupted or secure

access to the Platform, memberships, products or services or that the Platform, memberships, products or services will be error-free. Therefore, the Subscriber agrees that Subscriber's access to, and use of the Platform, memberships, products, services and/or content are at Subscriber's risk.

- v. By using the Services, the Subscriber acknowledges and agrees that neither the Company nor its affiliates or service providers or suppliers have any liability to the Subscriber (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential or special damages arising out of or in any way connected with the Subscriber's access to or use of the Platform, content, memberships, products or services (even if the Company has been advised of the possibility of such damages), including liability associated with any viruses which may infect the computer equipment of the Subscriber.
- vi. No advice or information, whether oral or written, obtained by the Subscriber, or through or from the Services, shall create any warranty not expressly stated in this Policy.
- vii. Subscriber represents and warrants that the Subscriber will use the Services (or any of the information therein) to protect against or prevent actual fraud, unauthorized transactions, claims or other liabilities, and not for any other purpose.

2.6. **Limitation of Liability**

- i. Nothing in these terms of use shall exclude or limit the Platform's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in Subscriber's jurisdiction will apply to the Subscriber and the Platform's liability will be limited to the maximum extent permitted by law.
- ii. Notwithstanding anything to the contrary herein, the company's aggregate liability to the Subscriber for damages (a) concerning the performance or non-performance by the Company, the Platform or CSID of their obligations hereunder, or (b) in any way related to or arising out of or in connection with the subject matter of this Policy (including the provision of the Services), regardless of whether the claim for such damages is based on contract, tort or otherwise, shall not exceed an amount equal to the fees paid by the Subscriber to the Platform and/or the Company during the 6 (six) month period preceding the alleged breach by the Platform and/or the Company. The Subscriber covenants that the Subscriber will not sue the Platform and/or the Company and/or CSID for any amount greater than such amount.
- iii. Subject to the above, Subscriber expressly understands and agrees that the Company, the Platform, their subsidiaries and affiliates, and third party service providers or suppliers shall not be liable to the Subscriber for:
 - a. any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by the Subscriber, however caused and under any theory of liability.

This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss; or

- b. any loss or damage which may be incurred by the Subscriber, including but not limited to loss or damage as a result of:
 - any reliance placed by the Subscriber on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between the Subscriber and any advertiser or sponsor whose advertising appears on the Services or the Platform;
 - any changes which Platform may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
 - the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through Subscriber's use of the Services;
 - Subscriber's failure to provide the Platform with accurate account information; or Subscriber's failure to keep Subscriber's password or account details secure and confidential.

- iv. The limitations on the liability to Subscriber in Paragraph 2.6(i) above shall apply whether or not the Platform or the Company had been advised of or should have been aware of the possibility of any such losses arising.

2.7. Indemnification

- i. Subscriber agrees to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents, licensors, suppliers and any third party providers of information or services to the Platform ("**Indemnified Parties**") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Policy or Subscriber's violation of applicable laws, rules or regulations. In the event that the Indemnified Parties are subject to any claim for which the Indemnified Parties have the right to be indemnified by the Subscriber, the Indemnified Parties will have the right to, at Subscriber's expense, assume the exclusive defense and control of any such claim, and Subscriber shall not in any event settle any claim without such Indemnified Parties' prior written consent.

- ii. The Subscriber understands that, by accepting these terms and conditions of this Policy, the Subscriber is providing "written instructions" to the Company, CSID, their employees, agents, subsidiaries, affiliates, contractors, third party data and service providers, and all other credit reporting agencies under the Fair Credit Reporting Act ("**FCRA**"), as amended, including Experian, Transunion, Equifax and affiliated entities, to access the Subscriber's credit files from each National Credit Reporting Agency and to exchange information about the Subscriber with each National Credit Reporting Agency in order to

verify Subscriber's identity and to provide the Services to the Subscriber. The Subscriber hereby agrees and authorizes the Company and/or CSID, their agents and employees, to provide its/his/her Personal Information (or, if applicable, information about Subscriber's children that Subscriber may have enrolled) to third parties as provided in this Policy, as may be amended from time to time, in order to provide the Services to the Subscriber (or the Subscriber's children that Subscriber may have enrolled). Subscriber further authorizes the Platform and CSID to obtain information and reports about the Subscriber (or about any Subscriber's children that Subscriber has enrolled, if applicable) in order to provide the Services, including but not limited to, credit monitoring services, credit reporting, identity monitoring, fraud resolution services, restoration services, address history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts.

- iii. The Subscriber has numerous rights under the FCRA, including the right to dispute inaccurate information in Subscriber's credit report(s). Consumer reporting agencies are required to investigate and respond to a Subscriber's dispute, but are not obligated to change or remove accurate information that is reported in compliance with applicable law. While this Policy can provide assistance to a Subscriber in filing a dispute, the FCRA allows anyone to file a dispute for free with a consumer reporting agency without the assistance of a third party.

2.8. Governing Law and Dispute Resolution

- i. [This Agreement hereto shall be governed by, and interpreted in accordance with, the laws of India without having regard to the conflict of laws provisions thereunder. Subject to below Paragraphs, the courts of [New Delhi, India] shall have non-exclusive jurisdiction over all matters arising pursuant to this Agreement.
- ii. Any and all disputes or differences between the parties hereto arising out of or in connection with this Agreement or its performance, including the breach, termination or invalidity thereof ("**Dispute**"), shall, as far as it is possible, be settled amicably through good faith consultation between the parties. If a party gives the other parties notice that a Dispute has arisen ("**Dispute Notice**"), and within 30 (Thirty) days of consultation (from the date of the Dispute Notice), the parties have failed to reach an amicable settlement on any Dispute, such Dispute shall be submitted to final and binding arbitration in accordance with the following terms:
 - a. The arbitration shall be conducted by a sole arbitrator in accordance with the Rules of Conciliation and Arbitration of Singapore International Arbitration Centre. The sole arbitrator shall be appointed by the disputing parties with mutual consent within 15 (Fifteen) days from the expiry of the 30 (Thirty) day period specified above, failing which the arbitrator shall be appointed in accordance with the rules of Singapore International Arbitration Centre for the time being in force at the time of adjudication of the Dispute, which rules are deemed to be incorporated by reference in this Paragraph.
 - b. All proceedings of such arbitration shall be in the English language. The seat and venue of arbitration shall be [New Delhi].

- c. Any arbitral award shall be final and binding on the parties. No party shall seek to resist the enforcement of any award in India or elsewhere on the basis that the award is not subject to such enforcement.
 - d. Nothing shall preclude a party from seeking interim relief, from any court having jurisdiction to grant the same. The pursuit of interim relief shall not be a waiver of the duty of the parties to pursue any remedy through the arbitration process described hereunder.
 - e. Each party shall bear its own costs and expenses incurred in connection with any dispute and/or arbitration.
 - f. During the arbitration proceedings the responsibilities and obligations of the parties set out in this Agreement shall subsist and the parties shall perform their respective obligations continuously except for that part which is the concerned matter of Dispute in the arbitration.
- iii. The provisions of this Paragraph shall survive the termination of this Agreement.]

2.9. Miscellaneous

- i. No waiver of any breach of any provision of this Policy or of any agreement with the Company will constitute a waiver of any prior, concurrent, or subsequent breach of the same or other provisions. All waivers must be in writing. If any court of competent jurisdiction finds any part or provision of this Policy or of any other agreement between Subscriber and the Company to be invalid or unenforceable, such findings will have no effect on any other part or provision of this Policy or any other agreement between Subscriber and the Company.
- ii. The Company is not responsible for delay or failure to perform due to causes beyond its reasonable control.
- iii. This Policy, [along with the Privacy Policies of CSID and Platform, as available on their respective websites], constitutes the whole legal agreement between Subscriber and the Company and governs Subscriber's use of the Services (but excluding any services which the Company may provide to the Subscriber under a separate written agreement), and completely replace any prior agreements between the Subscriber and the Company in relation to the Services.
- iv. Except as otherwise provided, the Platform may send any notices to the Subscriber to the most recent e-mail address Subscriber has provided to the Platform or, if the Subscriber has not provided an e-mail address, to any e-mail or postal address that the Platform believes is Subscriber's address.

2.10. Contact Information

- i. The Company and/or the Platform can be reached, for all questions and directions related to this Policy, by:

- a. Sending a letter marked to the attention of [OneAssist Consumer Solutions Pvt. Ltd. 707-709, Acme Plaza, Andheri – Kurla Road, Andheri (E), Mumbai – 400 059]; or
 - b. Sending an email to [internetsurveillance@oneassist.in].
- ii. If any Subscriber has any question, issue, complaint regarding any of the Services, please contact customer service at 1800 123 3330. If a Subscriber has any questions concerning this Policy, or anything related to any of the foregoing, the Company and/or the Platform can be reached at the following email address - [internetsurveillance@oneassist.in].