

# Privacy Policy

This legal document is an electronic record in terms of Information Technology Act, 2000, and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This legal document is published in accordance with the provisions of Rule 4 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 of Information Technology Act, 2000 amended through Information Technology Amendment Act, 2008 that requires publishing the privacy policy for access or usage of [www.sharkid.in](http://www.sharkid.in), its mobile app, app for browsers, web plugins, APIs (Application Programming Interface) and other integrated systems/services (“SharkID”) SharkID provides a contact management service to simplify management of contact information.

This privacy policy applies to all types of users of SharkID.

By using SharkID, clicking the “I accept/I agree” button or completing the registration process, you clearly agree and acknowledge that you have reviewed this privacy policy, given your consent and accepted this agreement.

References in these Terms to "we" or "us" or “web” or “site” or “app” or “company” are references to SharkID and “you” as a user of SharkID.

## **PRIVACY PREAMBLE**

While providing aforesaid online services, the issue of online privacy is extremely crucial for SharkID which is committed to safeguarding the information provided by its users. SharkID is dedicated to create a reasonably secured environment for its users.

Respecting privacy of its online users while providing top-of-the-line services have remained the core strategies for SharkID. Our Privacy Policy gives users a view of the Privacy Practices followed by SharkID and assures them of safe passage.

At SharkID data protection is a matter of trust and your privacy is very important to us. We use your personal information only in the manner set out in this Privacy Policy. Please read this privacy policy to learn more about our information gathering and dissemination practices.

The privacy practices of this statement apply to our services available under the domain and sub-domains of SharkID and apply generally to our parent, affiliates, subsidiaries or joint venture websites/apps/integrated systems. By visiting the App/Site/integrated systems you agree to be bound by the terms and conditions of this Privacy Policy.

This Privacy Policy explains how SharkID gathers personal information, classified as mandatory or optional as part of the normal operation of our services; and uses, discloses and protects such information through the App/Site/integrated systems. This detailed privacy

policy enables you to take informed decisions in your dealings with us. Our parent, subsidiaries and joint ventures operate under similar privacy practices subject to the requirements of applicable law.

By registering with SharkID, you represent that you have all necessary rights to submit data, clearly acknowledge your acceptance of the terms of this Privacy Policy, expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy and that any personal information provided by you through SharkID is provided under a lawful contract. This Privacy Policy is incorporated into and subject to the Terms of the User Agreement. Note: Our privacy policy is subject to change at any time without notice. To make sure you are aware of any changes, please review this policy periodically. The Privacy Policy will be available within SharkID. Your continued use of the Services after our posting of any changes to the Privacy Policy shall signify your acceptance of those changes. If you choose to not agree with any of these terms, you shall not use the service.

At the same time, SharkID would like to make it clear that it may provide links to other websites/apps that are governed by their own respective Privacy Policies and SharkID shall not take any responsibility for the privacy/security provided by those sites/apps. In addition, SharkID shall not and cannot censor or edit the content of any third party site/app. Visitors to the SharkID are urged to familiarize themselves with Privacy Policies, terms-conditions and other policies of such third party sites/apps that collect personally identifiable information. You hereby expressly acknowledge and agree that SharkID shall not be responsible for any damages, claims or other liability arising from your use of any third party sites/apps.

When you provide us with your personal data, you are clearly agreeing to the rules and regulations stipulated under our Privacy Policy and are bound by it. If you do not agree to our Policy then you shall not use SharkID.

## **PRIVACY ASSURANCE**

We will not sell or rent your personal information to third parties for their marketing purposes except as stated in this policy. We shall not distribute your information like inquiries, chat records and conversations to any third parties except as stated in this policy.

## **THE PRIVACY POLICY SHALL BE GOVERNED IN FOLLOWING AREAS:**

1. Use and Disclosure of personal information
2. Choice or Opt out
3. Reasonable Security Practices & Procedures
4. Access or change of your personally identifiable information
5. Grievance Redressal
6. Children's Privacy

### **1. Use and Disclosure of personal information**

#### ***1.1 Permissions data***

##### **A. Identity**

- a. Find accounts on the device
- b. Read your own contact card

## **B. Contacts**

- a. Find accounts on the device
- b. read your contacts
- c. modify your contacts
- d. Mutual Connections

## **C. Location**

- a. Approximate location
- b. Precise location

## **D. SMS**

- a. read your text messages
- b. receive text message

## **E. Phone**

- a. directly call phone numbers
- b. reroute outgoing calls
- c. read call log
- d. read phone status and identity

## **F. Phone/Media/File**

- a. read the contents of your USB storage
- b. modify or delete then contents of your USB storage

## **G. Camera**

- a. take pictures and identity

## **H. Others**

- a. receive data from internet
- b. view network connections
- c. create accounts and password
- d. pair with Bluetooth settings
- e. full network access
- f. Control near field communication
- g. read sync settings
- h. draw over the apps
- i. prevent device from sleeping
- j. toggle sync on and off

### ***1.2 Setting data:***

#### **A. Change My Number**

Option for user to change mobile number on SharkID. If newly provided number is already registered, system will suggest user to use some other number. System will send OTP to newly provided number for verification.

#### **B. Change SharkID**

Users have option to change SharkID from settings page. Once SharkID is changed system will update your new SharkID to all persons in your connections.

#### **C. Delete Account**

This will delete user's account on SharkID. When account is deleted, user's personal card and its SharkID will be released. This SharkID will become available for other

prospective user. With account deleted, user's verified business card will still be available for user to access.

#### **D. Notification**

Switch On/Off to set preference.

#### **E. Create backup**

System will scan all the contacts on SharkID and stores it on server. This may help user to get his/her contacts later on.

#### **F. Download backup**

System will collect all the contacts stored on server and provides user in .vcf file format. You clearly agree and acknowledge that SharkID shall never be held responsible in case of failure of recovery for back up data due to uncontrollable reasons.

### ***1.3 E-mail information:***

You agree and acknowledge that when we receive e-mails/other messages from you, we may retain the content of any e-mails/messages sent to us, as well as details of your e-mail address. You further agree and acknowledge that SharkID shall use your email id and mobile number information for sending promotional messages to you from time to time. If you send us personal correspondence, such as letters, or if other users or third parties send us correspondence about your activities or postings on SharkID, we may collect such information into a file specific to you.

### ***1.4 Data for analytics:***

We collect small amounts of information/data contained in your device for data analytics. Data analytics helps us track your navigation so that we can tailor our offerings to your specific needs. You hereby allow us, agree and acknowledge for below given data gathering and analytics so as to get personalized offerings to your specific needs:

#### **A. Verification of mobile number**

In order to access and use the features of the SharkID, you acknowledge and agree that you will have to provide SharkID with your mobile phone number. In order to provide the Services, SharkID may periodically access your contact list and/or address book on your mobile device to find and keep track of mobile phone of other users of the SharkID. We collect mobile number, Name, Father name, Last Name, Date of Birth, Blood Group, weight, nick name, religion, sub religion, company mobile numbers, IP phone, land line numbers, FAX no, personal email, office email, office address, designation department, home address, Skype ID, Emergency number, website, blog, twitter, account ID, Facebook group, Facebook page, Instagram handle, Pinterest handle, Wikipedia page, App store links, Press Coverage, Stock links, GEO tag. You are responsible for the information that you submit and that are displayed for your mobile phone number on the SharkID. You clearly agree and acknowledge that SharkID shall never be liable for any type of losses to you caused by any unauthorized use of

your account. Further, you may be held liable for the losses to SharkID or others due to such unauthorized use.

## **B. Personal Card and Business Card Information**

The SharkID allows SharkID users to create personal and professional cards. Submitting personal or professional details, profile photos, privacy settings and other communication submitted by you as well as automatic card synchronization are part of SharkID service and may be visible to other users of the service who have your mobile number in their phone which you have not blocked. Any information or status submission based on your privacy settings may be globally viewed by SharkID users that have your mobile phone number or SharkID on their smart phone so you agree that you shall not share or submit information of your cards or profile photos that you don't want to be seen globally. If you don't want the whole world to know something or see something about yourself then you shall not set your privacy settings as a public to that user(s) or group(s) in the SharkID. The syncing of real time phonebook is on automatic basis. You clearly understand that in any case SharkID does not guarantee any confidentiality with respect to card submission of any type.

## **C. Logs**

When you use SharkID, you allow and authorize us to automatically record information from your device, its software, and your activity using the Services. This may include the Device's Internet Protocol ("IP") address, browser type, the web page visited before you came to our website, information you search for on our website, locale preferences, identification numbers associated with your devices, your mobile carrier, date and time stamps associated with transactions, system configuration information, metadata concerning your contacts, and other interactions with the Service.

Also, we use data collection mechanisms such as "cookies" on certain pages to help analyze our web/App page flow, measure promotional effectiveness, and promote trust and safety.

If you choose to post messages on our message boards, chat rooms or other message areas or leave feedback for other users, we retain this information as necessary to resolve disputes, provide customer support and troubleshoot problems as permitted by law.

Third party Apps/sites which may be accessible from SharkID via links, click-through or banner advertising may use Cookies. However, it is important for us to inform you that we shall have no access or control over such Cookies and therefore you clearly agree and acknowledge that we shall not be held responsible for privacy issues relating to such third parties.

### ***1.5 Our use of your information***

We use your personal information to facilitate the services you request. We do not sell, rent, trade or exchange any personally-identifying information of our Users. We may provide your collected information to our affiliates and service providers under contract (this may include but not limited to customer care, data analysts and others) to support the

operation of the App/Website and our services. To the extent we use your personal information to market to you, we will provide you the ability to opt-out of such uses. We use your personal information to: resolve disputes; troubleshoot problems; help promote safe networking; collect fees owed; measure consumer interest in the services provided by us, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against errors, frauds and other criminal activities; enforce our User Agreements, and in general to improve the user experience and make it comparable to other social media websites; and as otherwise described to you at the time of collection. In our efforts to continually improve our product and service offerings, we collect and analyze demographics, profile and usage data about our users' activity on our Site/App.

We use your personal information to improve our platform, improve the App/Site's content and product offerings, prevent or detect fraud or abuses of our website/app and tailor it to meet your needs, so as to provide you with a smooth, efficient, safe and customized experience while using the Site.

We may also use your personal information to display contents and services that are targeted to your interests. By accepting the User Agreement and Privacy Policy, you expressly agree to receive this information. If you do not wish to receive these communications, we encourage you to opt out of the receipt of certain communications in your profile under My Account or by clicking unsubscribe in any email communication. You may make changes to your SharkID profile at any time.

Further, we shall use your personal data & contacts data use for following purposes:

- Creation of your account
- Securing access to your account
- Communicating with you regarding your account and usage of your service as well as respond to communication initiated by you
- Send newsletters, offers, surveys, notifications, card requests, phonebook update and other promotional material based on our services
- Creation of your digital contact profile
- Sharing your personal and business card with other based on your privacy
- Storage and archiving of the contacts for later retrieval for the purpose of reviewing, copying or restoring one of our services.
- Contacts data backed up from your phone will be stored for you to be able to view and edit it online as well as download it later on your or another phone
- Who has my Card: Identifying users in our systems who are your contacts to show you who among your contacts is also using SharkID app
- Identifying and storing links between Personal data and Public data for the purpose of providing complete profile data for our users
- Send notifications to your contacts

### ***1.6 Our Disclosure of your information***

Your personal information is an important part of our business and we are not in the business of selling it to others. SharkID shares your personal information only to categories of persons that are either subject to this Privacy Policy or follow practices at least as protective as those described in this Privacy Policy as more particularly **described below:**

## **Advertisements**

SharkID may use personally identifiable information in an aggregated form and disclose to advertisers and other third parties for other marketing and promotional purposes.

## **Internal Service Providers**

We may employ third parties services to facilitate or outsource one or more aspects of the business, product and service operations that we provide to you on the App/Site (e.g., search technology, discussion boards, affiliate and rewards programs, co-branded credit cards, co-branded services, co-branded products) and therefore we may provide some of your personal information to these internal service providers. These internal service providers are subject to confidentiality agreements with us and other legal restrictions that prohibit their use of your personal information for any other purpose except to facilitate the specific outsourced service. In the event of your direct involvement with the internal service provider, any additional information disclosed by you to them shall be subject to internal service provider's own applicable privacy policy and you agree and acknowledge that SharkID shall not be responsible for the same.

## **Other Corporate Entities**

We share much of our data, including personal information about you, with our parent, affiliates, subsidiaries, and joint ventures that are committed to serving your online networking needs and related services, throughout the world. To the extent that these entities have access to your personal information, they remain bound by the existing Privacy Policy. As we continue to develop our business, subsidiaries or business units, in such transactions, customer's personal information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Policy.

## **Legal Requests**

We cooperate with law enforcement and regulatory inquiries, as well as other third parties to enforce laws, such as: intellectual property rights, fraud and other rights, to help protect you and the community from bad actors. Therefore, in response to a verified request by law enforcement or other government officials relating to a criminal investigation or alleged illegal activity, we may (and you authorize us to) disclose some of your personal information as is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

## **2. Choice/Opt outs**

SharkID gives you the choice regarding the collection and usage of your personally identifiable information.

Further, once you are registered at the SharkID, you will have the option at any stage to inform us that you no longer wish to receive future e-mails/notifications and you may “unsubscribe” by contacting on unsubscribe link on our app/web.

Further, as per Rule 5(7) of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 of Information Technology Act, 2000 amended through Information Technology Amendment Act, 2008, you have an option to withdraw your consent for use of your sensitive personal data given earlier to us. Such withdrawal of consent shall be sent via email to us on [support@sharkid.in](mailto:support@sharkid.in)

### **3. Reasonable Security Practices As per I.T. Act, 2000 and its Rules**

We have implemented reasonable security practices as per Rule 8 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 of Information Technology Act, 2000 amended through Information Technology Amendment Act, 2008.

Access to your personal account online is password protected. We will not release your account password to any person. In the event that you forget your password, you may generate an on-line request for your password to be sent to your registered e-mail address used during your registration or reset the password using a link sent on your registered mail address.

SharkID has implemented reasonably stringent, internationally acceptable standards of technology, managerial security, technical security, operational security and physical security in order to protect personally identifiable information from loss, misuse, disclosure, alteration or destruction. The data resides behind a firewall, with access restricted to authorized personnel of SharkID.

SharkID has implemented “Reasonable Security Practices& Procedures” as required by the Information Technology Act, 2000 rules including any amendment in the said Act and its rules. By complying with such provisions, SharkID assures you reasonable care and control over its I.T. and Security operations under sections 43, 43A, 45, 66, 72A & 85 of I.T. Act, 2000 and I.T.A.A, 2008 including related rules and therefore you agree and acknowledge that SharkID shall not be held responsible for any activity in your account which results from your failure to keep your own password/mobile secured.

Further, you clearly agree and acknowledge that if visitors/hackers spam your inbox using enquiry form/contact form bombing then we shall not to be held responsible for said problems.

By using this web/app you agree that SharkID shall not be held responsible for any uncontrollable security attacks including but not limited to SSL Failures and in such cases you agree that SharkID shall not be held responsible for any type of privacy and security breach related damages, financial losses, loss of opportunity, legal cost, business losses, reputation losses, direct and indirect losses that may occur to you as per the Provisions of Section 43, 43A and 45 of Information Technology Act, 2000 including any amendments in the said Act and any other laws of India for the time being in force.



You further agree that SharkID's management shall not be held responsible directly or indirectly for any cybercrimes related criminal liabilities under I.T. Act, 2000 relating to your information as you have agreed and acknowledged that management of SharkID complies with due diligence (reasonable care & controls) requirements of I.T. Act, 2000 including its rules and amendments.

**Our reasonable security practices & procedures include but not limited to following:**

- SSL 128 bit
- Google Captcha
- Cross site scripting
- SQL Injection controls
- XSL(T) injection controls
- HTTP Header injection controls
- Cross-site request forgery controls(CSRF)
- Firewall
- Reverse proxy
- IP restriction
- SSH Tunnel blocking
- Cyber Crime, Cyber Law & Reasonable Security Practices Awareness program for SharkID team to have managerial and operational security practices.

Further, you also agree and acknowledge that SharkID management shall never be held responsible regarding privacy of your sensitive personal data in case of sharing your sensitive personal data to any authorized cyber investigation agency of appropriate government authorities under sections 67C, 69, 69A, 69B, 70B, 79 and 80 of I.T. Act, 2000 including its amendments and rules.

**4. Access or change of your personally identifiable information**

To protect your privacy and security, we will verify your identity before granting access or making changes to your personally identifying information. If you have registered your profile on SharkID, your registered user ID, Password and other credentials (if any) are required in order to access/change your profile information.

**5. Grievance Redressal**

If you have any questions or grievances regarding the privacy statement, practices of the site, or any other transaction issue, please contact our grievance officer on [support@sharkid.in](mailto:support@sharkid.in).

We have appointed our grievance officer as per Rule 5 (9) of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 of Information Technology Act, 2000 amended through Information Technology Amendment Act, 2008 and you can contact our grievance officer (Name: Surabhi Agarwal) on [support@sharkid.in](mailto:support@sharkid.in).

**6. What about children's privacy?**

Use of SharkID is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are under the age of 18, you shall not use SharkID. If you still wish to register on SharkID then such a registration shall be made by your legal guardian or parent.