

## **DISCLAIMER**

The present disclaimer is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 notified vide Notification No. G.S.R. 314(E) in the official gazette of India that requires publishing the rules and regulations, privacy policy as well as the user agreement for access or usage of [www.smileindia.com](http://www.smileindia.com) ("Website/Site) including associated mobile-sites and mobile-applications ("Apps") and/or the Services provided by the Platform on Smileindia's mobile applications (hereinafter collectively described as the "*Smileindia Services*").

Contents of Smileindia Services are only for providing general information and a platform for the use of users, registered users and vendors. The information on Smileindia Services is updated from time to time. There are no warranties (whether expressed or implied), as to the quality, accuracy, efficacy, completeness, performance, fitness or any of the contents of the Smileindia Services, including (but not limited) to any information(s), photo(s), video(s), audio-clip(s), comments, feedback and advertisements contained within. Smileindia will not be liable for any damages (including, without limitation, damages of any kind for any consequential loss or loss of business opportunities or projects, or loss of profits) arising in any manner be it in contract, tort or otherwise from the use of or due to the inability to use Smileindia Services or any of its contents including advertisements or from any action or omission taken as a result of using Smileindia Services or any such contents. Smileindia Services may contain some material in the form of inputs submitted by users and Smileindia accepts no responsibility for the authenticity or accuracy of such content nor do it makes any representations by virtue of the contents of Smileindia Services, with respect to the existence or availability of any services advertised in the contributory sections. Smileindia makes no warranty that the contents of the Smileindia Services are free from infection by viruses or anything else which is potentially destructive in terms of its properties/characteristics and shall have no liability in respect thereof. Certain links on the Smileindia Services lead to resources located on servers maintained by third parties over whom it has no control and accordingly it accepts no responsibility or liability for any of the material contained on those servers. The links are for general information of

the users and they are not obliged to visit these links or assert or believe the commitments or assurances made by the third parties. Part of Smileindia Services contains advertising and other material submitted to it by third parties, who may be users, registered users or vendors. Although acceptance of advertisements on Smileindia Services on request is subject to our terms and conditions however Smileindia expressly disclaim any liability arising out of the usage of these products or services advertised on Smileindia Services. All liability is excluded to the extent permitted by law including any implied terms. Indian law and jurisdiction applies with respect to contents of this Site. The users, while using the Smileindia Services, duly acknowledge and accept the above disclaimer as well as the terms of use/terms and conditions of using the Smileindia Services.

## **PRIVACY POLICY**

### **1. Introduction**

This Privacy Policy covers all information on Smileindia Services (“Platform” and/or “We”) collects from the user(s), registered user(s) and vendor(s) (“User(s)” and/or “You”) of www.smileindia.com (“Website/Site) including associated mobile-sites and mobile-applications (“Apps”) and/or the Services provided by the Platform on Smileindia’s mobile applications (hereinafter collectively described as the “*Smileindia Services*”) and/or the Services provided at Smileindia Services (as defined in the Terms of Use/ Terms and Conditions of the Smileindia Services – “Terms of Use”), which Services can be used or accessed on the Site (as defined in the Terms of Use).

This Privacy Policy should be read in conjunction and together with the Terms and Conditions available on the link titled ‘Terms of Use’. Personal Information of all the Users, which includes User(s), Registered User(s) and Vendor(s), is collected if the User(s) registers with the Smileindia Services, creates a profile, accesses the Smileindia Services or takes any action on the it or uses or accesses the Services as defined in the Terms of Use. The terms ‘Personal Information’, ‘Sensitive Personal Data’ and ‘Information’ shall have the meaning ascribed to it under the applicable laws. User’s use of Smileindia Services offered on the Smileindia Services is constructed to mean that you consent to our collection, storage, processing and transfer of your Personal Information or Sensitive Personal Data or Information in accordance with this Privacy Policy duly accepted by you.

By using Smileindia Services you understand and agree that we are providing a platform for you to post content, including photos, providing information, comments, feedback and other materials pertaining to you (“User Content”), to the Service and to share the User Content publicly. This means that other Users may search for, see, use, or share any of your User Content that you make publicly available through the Service; consistent with the terms and conditions of this Privacy Policy and our Terms of Use.

Maintaining User's trust is Smileindia Services's top priority, so it adheres to the principles to protect user's privacy by protecting user's personal information and the same shall be only provided to the third parties: (1) with user's consent; (2) where it is necessary to carry out user's instructions; (3) as reasonably necessary in order to provide Smileindia Services's features and functionality to the user; (4) when it is reasonably believed that the same is required by law or other legal process; or (5) as necessary to enforce Smileindia Services's User Agreement or protect the rights, property, or safety of the Smileindia Services, our Users/Members and Visitors, and the general public. Various appropriate security safeguards have been implemented, designed to protect user's information in accordance with the prevalent industry standards.

This present Privacy Policy applies to our platform-Smileindia Services. Smileindia may modify this Privacy Policy from time to time, and if there are material changes to it, the Smileindia Services will provide notice through its Service, or by other means so that the user may review the changes before he/she continues to use our Services. **In case, User objects to any such changes, the choice of closing the account shall always be available. Continuing to use our Services, once the Smileindia Services has published or communicated a notice regarding changes to its Privacy Policy would imply that the user has duly consented to the changes.**

## **2. *Collection of Information and its Use***

The Personal Information or Sensitive Personal Data or Information which the User may provide to the Platform and/or which the Smileindia Services may collect as part of the information provided is or could be the following:

1. User's registration details, which may include the name, email address, mobile/contact details, age, gender, photograph(s), video(s), password, location, pin code, area code, occupation, provided by user.
2. User's may in some cases share your debit or credit card details or other bank account details while accessing any services offered on the site on a subscription based model.
4. User's billing, tax-registration, and other information pertaining to your transactions on the Smileindia Services or related to the services.

5. User's comments/classifieds or other content that user(s) may publicly post or share on the Smileindia Services.
6. If the user(s) access or engage with the Smileindia Services or services associated with the Smileindia Services through a social media service, Smileindia Services may collect your user id or user name, any information which the user has permitted the social media service to share with the Smileindia Services, and any information user have made public with the social media service.
7. User's pattern/behavior pertaining usage of the Smileindia Services or interests, ordering behaviour, other traceable activities online and on mobile applications such as profiles visited, viewed advertisements or content consumed.
8. Details of the computer system, system or computer network which you use to visit the Smileindia Services and undertake any activity on the Smileindia Services, such as a unique device identifier including user behavior from web based cookies, session identifiers from device id, commercially available services, data aggregator platforms.
9. User preferences (e.g., preferred language settings);
10. IP address, operating system, browser type, browser version, browser configuration, name of internet service provider, and other types of computer and connection related information relevant to identifying your type of device, connecting to the Smileindia Services, enabling data exchange with you and your device, and ensuring a convenient use of the Smileindia Services;
11. The Uniform Resource Locator (URL) and IP address of the Smileindia Services from which the user accessed, or were directed to the Smileindia Services, including date and time;
12. Subpages visited while on the Smileindia Services, links followed on it, including date and time;
13. Service requests, photographs posted, comments posted, advertisements clicked and orders placed etcetera;
14. Transaction history, including open and completed transactions;
15. Search terms entered;

16. Profiles/Services/products viewed or searched for on the Smileindia Services;
17. Shopping cart and payment information;
18. Information collected by cookies or similar technologies (as described in the next paragraph);
19. Newsletter subscriptions, enrollment for promotions, use of special offers, etc.
20. Consents, authorizations, etc. Granted;
21. Survey answers, reviews, ratings and other types of feedback provided;
22. Content of any communication sent/shared through the Smileindia Services, including any information posted in the user's profile, social communities on the Smileindia Services or otherwise shared with platform and/or other users, as well as chat messages and chat transcripts;
23. Information on software, including mobile application downloaded from the Smileindia Services; and
24. Any other information that you enter on, or upload to, the Smileindia Services (e.g., content that you fill into an online form, a photo that you upload).

Smileindia Services's primary purposes in collecting information including Personal Information or Sensitive Personal Data or Information from the User is to allow the User to use the Smileindia Services and various features and Services on or in relation to the Smileindia Services contact you for any Services provided by the Smileindia or its affiliates or its various service providers or Platform business partners and advertisers; to record User's information and details as permitted and required under applicable laws, statutory directions etc.; to serve various promotion materials and advertising materials to the user; and such other uses as provided in the Terms and Conditions and this Privacy Policy.

Smileindia Services may collect personal data, including your name, registration numbers, if applicable, email or street address, date of birth, telephone number, your preferences and interests, or other information you provide to us or grant us access to ("Personal Data/Information") when you register for newsletters, communicate with us, update your profile, explore Smileindia Services's

features. Smileindia Services may also collect any photographs, video images or other user-generated content that you may upload to the Smileindia Services ("User-Generated Content" or "UGC"). Smileindia Services may also ask you to provide other information about yourself, such as demographic information (gender, zip code/pincode, age, etc.) or certain information about your preferences and interests. If we combine demographic or other information we collect about you with Personal Information about you, we will treat the combined information as Personal Information.

You understand, agree and acknowledge that our collection, storage and processing of your Personal Information or Sensitive Personal Data or Information is for a lawful purpose connected with a function or activity of the Users, Smileindia Services and its joint ventures. User hereby consents to the collection, storage, use, disclosure, transfer, of the Personal Information or Sensitive Personal Data or Information by Platform for the purposes set out herein. User further understand, agree and acknowledge that user's Personal Information which is classified as Sensitive Personal Data or Information as per applicable laws is considered necessary for the Platform to provide various services on Smileindia Services to the User and for its usage of the Smileindia Services and other services provided by Platform in relation to the Smileindia Services and you affirmatively consent to its collection, storage, transfer and processing. Smileindia shall in no way be liable for any misuse of any such information of the user and cannot be made liable for any breach, damages, if any.

### **3. *Information Sharing and Disclosure***

Smileindia Services is the recipient of User's Personal Information including your personal statistical data, photographs, video(s) and other proprietary information, forming part of your profile, being maintained at the Smileindia Services shall be available to all other registered users of the Smileindia Services for their view and analysis etc.

### **4. *Compliance: Law and its Enforcement***

Smileindia Services may access, preserve and share your information in response to a legal request (like a search warrant, court order or subpoena) if we have good faith that the law requires us to do so. subpoena) cooperates with mandated government and law enforcement agencies or to any third parties by an order under law for the time being in force to enforce and comply with the law including disclosure of any information including Sensitive Personal Data or Information about the User to the government and law enforcement agencies without your permission.

#### **5. *E-mail Policies***

After registering with Smileindia Services, the User may receive regular appointment calls, update emails, containing feedback, schedule of appointments etc. The User may also receive email newsletters, account updates and information about new or updated features. User may or may not full control over the choice of e-mails a User wishes to receive. If the User no longer wishes to receive such communications from the Smileindia Entities, please follow the unsubscribe instructions provided in any of the communications. Please note that once we receive the request, it may take an additional period of time for the User's opt-out to become effective. User can easily unsubscribe from any of Smileindia Services's e-mails, either by using the 'unsubscribe' link provided in the email, or by contacting the Smileindia directly by dropping an e-mail in this regard.

#### **6. *Rights to Access, Correct, or Delete Your Information, and Closing Your Account***

A User has a right to:

- (1) Access, modify, correct, or delete your personal information controlled by the Smileindia Services regarding your profile,
- (2) Change or remove your content, and
- (3) Close your account.

#### **7. Data Security**

Smileindia Services uses commercially reasonable security practices and procedures industry practices and procedures designed to help keep User's Personal Information or Sensitive Personal Data or Information safe. Secure server software (SSL) encrypts all information which the User submits before it is sent to the Platform/server etc. Furthermore, all of the User data we collect is protected against unauthorized access. To prevent unauthorized access, maintain data accuracy, and ensure correct use of information, Smileindia Services will employ commercially reasonable and practicable security practices and procedures and security methods and technologies. We will also ensure on the basis of reasonable commercial efforts that any agent or third party that we employ complies with the same security standards as the Smileindia Services does for the protection of User's Personal Information or Sensitive Personal Data or Information. Although Smileindia Services strives to protect user's personal data, however it cannot guarantee the security of user's data while it is being transmitted to our site; any transmission is at your own risk. Once Smileindia Services has received your information, then it has commercially reasonable procedures and security practices in place as a genuine endeavor to prevent unauthorized access.

## **8. Changes in Privacy Policy**

From time to time Smileindia Services may update this Privacy Policy. User's continued use of our Smileindia Services and the services offered on the said platform constitutes your acceptance of the then-current Privacy Policy and Terms and Conditions so Smileindia Services encourages the User to visit this page periodically to review any changes.

## **9. Phishing**

Identity theft and the practice currently known as "phishing" are of great concern to the Smileindia Services. Safeguarding information to help protect the user from identity theft is our topmost priority. We do not and will not, at any time, request User's credit card or other payment system's information or national identification numbers through a non-secure or unsolicited e-mail or telephone communication. If any such information is disclosed to any spurious caller, the

same shall be at user's own risk and costs. Smileindia Services shall never be liable to indemnify any loss, if any caused due to such disclosure by the User.

## **10. Contact Us**

If You have any questions about this Privacy Policy, the practices of Platform or your dealings with the Smileindia Services, You can contact us at \_\_\_\_\_ .