

Privacy Statement and Terms of Use

Part A: Privacy Statement of K-Street Software Product

1. Context

❖ Who is K-Street Software Product?

- K-Street Software Product (**K-Street Controller**, **Cyber Cafe**) is the author of this software (**K-Street Controller**, **Cyber Cafe**). It is owned, operates or manages the public internet access space that you are using (**HBC**).
- K-Street Software Product can be reached, for all questions and directions related to this Privacy Policy, by:
 - Sending a letter marked to the attention of -
 - Sending an email to - Support@kstreetcontroller.com

❖ Why this privacy policy?

- This privacy policy is published in compliance of:
 - Section 43A of the Information Technology Act, 2000;
 - Regulation 4 of the Information Technology (Reasonable security practices and procedures and sensitive personal information) Rules, 2011 (the **SPI Rules**); and
 - Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.
 - Regulations 4 and 5 of Information Technology (Guidelines for Cyber Cafe) Rules, 2011 (**CC Rules**).
- This privacy policy states the following:
 - The type of information collected from the visitors of the Website and the End Users, including sensitive personal data or information;
 - The purpose, means and modes of usage of such information; and
 - How and to whom K-Street Software Product will disclose such information.

❖ What is personal information?

- "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.
- The SPI Rules further define "sensitive personal data or information" of a person to mean personal information about that person relating to:

- Passwords.
- Financial information such as bank accounts, credit and debit card details or other payment instrument details.
- Physiological and mental health condition, medical records.
- Sexual orientation.
- Medical records and history.
- Biometric information.
- Information received by body corporate under lawful contract or otherwise.
- Visitor details as provided at the time of registration or thereafter.
- Call data records.
- 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. Privacy Statements

❖ All Visitors and End Users Note:

- This section applies to all visitors and End Users (“**Users**”).
- Accordingly, a condition of each User’s use of and access to the Website and to the other services provided by K-Street Software Product to Cyber Cafe owner / managers and End Users (together with the Website, the “**Services**”) is their acceptance of the terms of use located at Part B below, which also involves acceptance of the terms of this privacy policy. Any User that does not agree with any provisions of the same is required to leave the Website immediately.
- It is not compulsory for any User to provide any information (including End User Information *as defined below*) to the HBC manager or to K-Street Software Product, even if the HBC manager or K-Street Software Product specifically solicits such information, whether personally, or during the registration process, or on this Website, or otherwise. Furthermore, every User has the option at any time, whether while availing the Services or otherwise, to withdraw any consent given by such User to K-Street Software Product in respect of ‘K-Street Software Product use, storage, disclosure or transmission of such information. Such withdrawal of the consent must be sent in writing to K-Street Software Product. In every case of a User not providing or later on withdrawing his or her consent, K-Street Software Product shall have the option not to provide any Services for which they said information was sought by K-Street Software Product.
- The Website may enable Users to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. **K-Street Software Product hereby expressly disclaims any liability for any misuse of such information that is made available by visitors in such a manner.**
- K-Street Software Product does not collect information about the visitors of the Website from other sources, such as public records or bodies, or private organizations, save and except for the purposes of registration of the End Users (the collection, storage and disclosure of which each End User must agree to under the Terms of Use in order for K-Street Software Product to effectively render the Services).

- K-Street Software Product does not knowingly collect personal data from children.
- K-Street Software Product has implemented Indian legal industry standard security policies, rules and technical measures to protect the personal data that it has under its control from unauthorized access, improper use or disclosure, unauthorized modification and unlawful destruction or accidental loss.
- K-Street Software Product will not disclose any personal information or data to governmental institutions or authorities unless such disclosure is requisitioned under any Indian law or judicial decree.
- Upon request, which any visitor can indicate by sending an email to Support@kstreetcontroller.com, K-Street Software Product will provide every User with a readable copy of the personal data which it keeps about such User, although K-Street Software Product may before require proof of identity prior to such provision. K-Street Software Product may levy administrative fees for the provision of such information.
- Sending a letter marked to the attention of Grievance Officer to
- Sending an email to – Support@kstreetcontroller.com

❖ **Casual Visitors Note:**

- No sensitive personal data or information is automatically collected by K-Street Software Product from any casual visitors of this website, who are merely perusing the site.
- Nevertheless, certain provisions of this privacy policy are applicable to even such casual visitors, and such casual visitors are also required to read and understand the privacy statements set out herein, failing which they are required to leave this website immediately.
- **If you, as a casual visitor, have inadvertently browsed any other pages of this Website prior to reading the privacy statements set out herein**, and you do not agree with the manner in which such information is obtained, stored or used, merely quitting this browser application should ordinarily clear all temporary cookies installed by K-Street Software Product. All visitors, however, encouraged to use the “clear cookies” functionality of their browsers to ensure such clearing / deletion, as K-Street Software Product cannot guarantee, predict or provide for the behavior of the equipment of all the visitors of the Website.
- **You are not a casual visitor if** you have willingly submitted any personal data or information to K-Street Software Product through any means, including email, post or through the registration process at the HBC or on the Website. All such visitors will be deemed to be, and will be treated as, End Users for the purposes of this privacy policy, and in which case, all the statements in this privacy policy apply to such persons.

❖ **End Users Note:**

- As part of the registration/application creation and submission process that is available to End Users on this website, certain information, including sensitive personal data or information is collected from the End Users.
- All the statements in this privacy policy apply to all End Users, and all End Users are therefore required to read and understand the privacy statements set out herein prior to submitting any sensitive personal data or information to K-Street Software Product, failing which they are required to leave this website immediately.
- **If you have inadvertently submitted any such information to K-Street Software Product prior to reading the privacy statements set out herein**, and you do not agree with the manner in which such information is collected, stored or used, then you may access, modify and delete all information stored about you by K-Street

Software Product by clicking on the “Edit Profile” link on the navigation bar of the Website. In addition, any End User can ask K-Street Software Product, by sending an email to Support@kstreetcontroller.com whether K-Street Software Product is keeping personal data about him/her, and every End User is also entitled to require K-Street Software Product to delete and destroy all such information relating to him/her (but not other End Users) in its possession. All such requests will be acted upon as soon as is possible.

- However, the rights of Users set out in S. 2.3(iii) above do not apply in respect of information collected in terms of Regulations 4 and 5 of the CC Rules. Therefore, notwithstanding the foregoing:
 - In terms of Regulation 4 of the CC Rules, the HBC is not permitted to allow any user to use its computer resource without the identity of the End User being established, which may be established by producing a document which shall identify the users to the satisfaction of the HBC.
 - In terms of Regulation 5 of the CC Rules, the HBC is required to collect, maintain and submit to appropriate authorities, the following information relating to the End Users:
 - ✚ Name
 - ✚ Address
 - ✚ Gender
 - ✚ Contact Number
 - ✚ Type and detail of identification document
 - ✚ Date
 - ✚ Computer terminal identification
 - ✚ Log in Time
 - ✚ Log out Time
 - ✚ History of websites accessed using computer resource at the HBC;
 - ✚ Logs of proxy server installed at the HBC.
 - Part of the functionality of the K-Street Software Product is assisting the HBC owners / managers to maintain and submit such information. K-Street Software Product may, therefore, retain and submit all such records to the appropriate authorities, or to the HBC owners / managers for such submission to the authorities.
 - Save as set out above, K-Street Software Product only uses the personal data or information collected from End Users in the manner set out in the section relating to “Registration Process” below. K-Street Software Product may also use such information in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, and may sell or otherwise transfer such research, statistical or intelligence data in aggregated or non-personally identifiable forms to third parties and affiliates. If K-Street Software Product wishes to use any End User’s personal data for a new purpose, it will seek such End User’s permission before doing so.
 - Save and except for information collected in terms of Regulations 4 and 5 of the CC Rules, K-Street Software Product allows every End User to challenge the data that K-Street Software Product holds about such End User and every End User may have the data erased, rectified, amended, or completed, per their wishes.
 - All K-Street Software Product employees and data processors, who have access to, and are associated with the processing of sensitive personal data or information, are obliged to respect the confidentiality of every End User’s sensitive personal data and information.

❖ **Registration Process**

- As part of the registration process, K-Street Software Product collects the following personal information from End Users:
 - Name
 - Address
 - Gender
 - Contact Number
 - Type and detail of identification document
 - Date
 - Computer terminal identification
 - Log in Time
 - Log out Time
 - History of websites accessed using computer resource at the HBC;
 - Logs of proxy server installed at the HBC;
 - Other details as the End User may volunteer.
- All the information listed in S. 3.1 of this privacy policy (“**End User Information**”) is maintained by K-Street Software Product in electronic form on its equipment, and on the equipment of its employees. End User Information may also be converted to physical form from time to time. Regardless of the manner of storage, K-Street Software Product will keep all End User Information confidential, and will only disclose End User Information in the following manner:
 - K-Street Software Product makes all End User Information accessible to its employees only on a need-to-know basis, and binds all such employees to strict confidentiality obligations.
 - Part of the functionality of the K-Street Software Product is assisting the HBC owners / managers to maintain and submit such information. K-Street Software Product may, therefore, retain and submit all such records to the appropriate authorities, or to the HBC owners / managers for such submission to the authorities.

Part B: Terms of Use of K-Street Software Product.com and the other Services provided by K-Street Software Product

❖ **What is this document?**

- These terms of use, read together with the privacy policy located at Part A above, constitute a legal and binding contract between you the User (whether you are a visitor or a End User) of the one part, and K-Street Software Product of the other Part (the “**Agreement**”).
- You must be 18 years of age or older to register, use this computer resource, or visit or use the Website in any manner. By registering, visiting the Website or accepting this Agreement, you represent and warrant to K-Street Software Product that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and agree to and abide by this Agreement.
- The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but limited to:
 - the Indian Contract Act, 1872,
 - the (Indian) Information Technology Act, 2000, and
 - the rules, regulations, guidelines and clarifications framed thereunder, including the (Indian) Information Technology (Reasonable security practices and procedures and sensitive personal information) Rules, 2011 (the “**SPI Rules**”), the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “**IG Rules**”), and the Information Technology (Guidelines for Cyber Cafe) Rules, 2011 (“**CC Rules**”).
 - A condition of the User’s use of and access to the Website and to the other services provided by K-Street Software Product to Cyber Cafe owner / managers and End Users (together with the Website, the “**Services**”) is the User’s acceptance of this Agreement. Any User that does not agree with any provisions of the same is required to leave this computer resource / the Website immediately and immediately discontinue use of all other Services.
- K-Street Software Product authorizes the User to view and access the content available on or from the K-Street Software Product and the Website solely for the User’s personal use. The contents of the Website information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, “**K-Street Software Product Content**”), are the property of K-Street Software Product and are protected under copyright, trademark and other laws. The User may not modify the K-Street Software Product Content or reproduce, display, publicly perform, distribute, or otherwise use the K-Street Software Product Content in any way for any public or commercial purpose or for personal gain.

❖ **Collection, Use, Storage and Transfer of Personal Information**

- The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules, and are reproduced in the Privacy Policy.
- The Privacy Policy sets out:
 - The type of information collected from Users, including sensitive personal data or information;
 - The purpose, means and modes of usage of such information;
 - How and to whom K-Street Software Product will disclose such information.
- The User is expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of:

- The fact that the information is being collected;
- The purpose for which the information is being collected;
- The intended recipients of the information;
- The name and address of the agency that is collecting the information and the agency that will retain the information; and
- The various rights available to such Users in respect of such information.
- K-Street Software Product shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to K-Street Software Product or any other person acting on behalf of K-Street Software Product.
- The use of this computer resource involves every End User's registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the Privacy Policy. In every case of an End User not providing or later on withdrawing his or her consent, K-Street Software Product retains the right not to provide any Services for which the said information was sought or collected by K-Street Software Product. However, End Users will not have the right to revoke consent for storage and disclosure of such information to authorities under the CC Rules.
- The other information collected by K-Street Software Product from End Users as part of the registration process is described in the privacy policy. The consent and revocation procedures in relation to the same are set out in the privacy policy.
- The User is responsible for maintaining the confidentiality of the User's account access information and password. The User shall be responsible for all uses of the User's account and password, whether or not authorized by the User. The User shall immediately notify K-Street Software Product of any actual or suspected unauthorized use of the User's account or password.

❖ **Term, Termination and Disputes**

- This Agreement will remain in full force and effect while the User is a user of the Website in any form or capacity.
- K-Street Software Product reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the User's content from the Website and immediate termination of the User's account with or ability to access the Website and the other Services, upon any breach by the User of this Agreement or if K-Street Software Product is unable to verify or authenticate any information the User submits to K-Street Software Product, or if the User fails to provide (or after providing such consent, later revokes) the consents necessary or desirable for K-Street Software Product to provide the Services to the User or the Cyber Cafe owner / managers.
- All disputes will be subject to arbitration in Bangalore in English by a single arbitrator appointed by K-Street Software Product under the Arbitration and Conciliation Act, 1996.