

PRIVACY POLICY

This privacy policy ("**Policy**") explains the manner in which we collect, handle, store and protect your personal information received by us in the context of your use of and access to the Website, services, products, Software, application and platform ("**Services**") provided by InstaDraft. This Policy also enumerates and discusses in detail your rights and obligations with respect to the above and provides our contact information at which you may contact us in case of any query with regard to this Policy. By using our Services, you consent to the data practices described in this Policy and you are agreeing to be bound by this Policy as well as our terms and conditions ("**T&C**", available at www.instadraft.co and deemed to be incorporated herein by reference). The Policy and T&C shall be collectively referred to as these "**Terms**".

If you are using our Services as the employee or an agent of an organization, you are agreeing to these Terms on behalf of that organization. We may amend the Terms at any time by posting the amended terms on our Website.

Please note that the statements set forth under the headings "Layman's Terms" are provided as a courtesy solely for your convenience and are not legally binding or otherwise intended to modify these Terms in any manner.

S.No.	Detailed Terms	Layman's Terms
1.	<p data-bbox="309 1005 699 1039">Definitions & Interpretation</p> <p data-bbox="309 1077 592 1111">1.1. In these Terms,</p> <p data-bbox="405 1149 1102 1330">"InstaDraft" refers to Insta Draft Private Limited, an unlisted private company limited by shares, under the provisions of the Companies Act, 2013 with identification number U72200DL2018PTC339805 and any of its affiliates;</p> <p data-bbox="405 1368 1102 1514">"Website" refers to the domain name www.instadraft.co which is owned and operated by InstaDraft and any other associated domain, application, software etc.;</p> <p data-bbox="405 1552 1102 1659">"Contract" refers to a contract generated, submitted, received, commented on, signed or uploaded by the Customer;</p> <p data-bbox="405 1697 1102 1771">"Customer" & "User" & "You" shall mean any legal person or entity accessing or using the Services;</p> <p data-bbox="405 1809 1031 1843">"We", "Us" & "Our" shall mean InstaDraft; and</p> <p data-bbox="405 1881 1102 1989">"Party" & "Parties" shall respectively be used to refer to the User and InstaDraft individually and collectively, as the context so requires</p>	<p data-bbox="1134 1039 1386 1256">By visiting our website and/or using our services, you agree to our terms of use and privacy policy.</p>

- 1.2. References to any law or statute includes a reference to that law or statute with the rules thereunder, in each case as amended, replaced, supplemented or re-enacted from time to time.
- 1.3. The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.
- 1.4. The use of our Services (including access of the Website) is solely governed by these Terms, and any modifications or amendments made thereto by InstaDraft from time to time, at its sole discretion.
- 1.5. The User acknowledges and agrees that no signature or express act is required to make these Terms binding on the User. User's act of visiting the home page of the Website and/or using any of our Services provided on the Website or otherwise shall be deemed to signify the User's unequivocal acceptance of these Terms, and the User expressly agrees to be bound by the same.
- 1.6. The User unequivocally agrees that these Terms constitute a legally binding agreement between the User and InstaDraft, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any Service that is provided by InstaDraft.
- 1.7. The Parties expressly agrees that InstaDraft retains the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. The User has a duty to periodically check these Terms and stay updated on their provisions and requirements. If the User continues to use the Website or our Services following such a change, the User will be deemed to have consented to any and all amendments / modifications made to these Terms. In so far as the User complies with these Terms, he/she is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to enter, access and use the Website.

<p>2.</p>	<p>Regulatory Compliance</p> <p>2.1. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publication of the rules and regulations, privacy policy and terms of use for access or usage of the Website/Services.</p> <p>2.2. This document is an electronic record in terms of Information Technology Act, 2000.</p>	<p>Our terms are compliant with applicable laws.</p>
<p>3.</p>	<p>Sources of personal information</p> <p>3.1. InstaDraft/Website shall collect personal information about the User from their interactions with InstaDraft/Website and from certain third parties and other sources (such as the User’s employer or the subscriber providing access to the Services or from publicly available sources where permissible).</p> <p>3.2. InstaDraft/Website shall obtain personal information from the User:</p> <ul style="list-style-type: none"> • Through their interactions with us and our Services, such as, when the User purchases or uses our Services, registers for an event, requests information or calls us for support (please note that we may record or monitor our telephone calls for compliance and quality assurance purposes). • Through the User’s system/device and use of our Services. Our servers, logs and other technologies automatically collect system/device and usage information to help us administer, protect and improve our Services, analyze usage and improve Users’ experience. • Through cookies and similar technologies included on our Services. <p>3.3. InstaDraft/Website also collects personal information about the User from third parties such as:</p> <ul style="list-style-type: none"> • the person(s) arranging for their access to our Services (e.g., your employer or our subscriber) in order to set up a user account; • an organization to which you belong where that organization provides you access to our Services; 	<p>We collect your personal information from your interactions with us and also from certain third parties.</p>

	<ul style="list-style-type: none"> • partners and service providers who work with us in relation to your Services; and • publicly available sources such as public websites, open government databases or other data in the public domain, to help us maintain data accuracy and provide and enhance the Services. 	
4.	<p>Types of personal information collected</p> <p>4.1. The type of personal information we collect depends on the User’s interactions with us and which Services the User is purchasing or using.</p> <p>4.2. In many cases, the User can choose whether or not to provide us with personal information, but if the User chooses not to, it may not get full functionality from the Services.</p> <p>4.3. The personal information we collect consists of the following:</p> <ul style="list-style-type: none"> • Name and contact data, such as, first and last name, email address, postal address, phone number, and other similar contact data. • Account credentials, such as, passwords and other security information for authentication and access. • User content, such as, communications and files provided by the User in relation to their use of the Services. • Payment information, such as, payment card number (credit or debit card), and the security code associated with the User’s payment instrument, if payment is made. • Device information, such as, information about the User’s device, such as IP address, location or provider. • Usage information and browsing history, such as, information about how the User navigates within our Services, browsing history and which elements of our Services is used the most. 	<p>The type of personal information we collect depends on your interactions with us and our services you are purchasing or using.</p>

	<ul style="list-style-type: none"> • Location data, for Services with location-enhanced features. You hereby grant us consent to collect your geo-location data. • Demographic information, such as, the country, and preferred language of the User. • CCTV, if the User visits us or attends an InstaDraft event. 	
5.	<p>Collection of personal and other information</p> <p>5.1. The User expressly agrees and acknowledges that InstaDraft collects and stores the User's personal information, which is provided by the User from time to time on the Website, including but not limited to the User's user name, passwords, email address, name, address, age, date of birth, sex, nationality, browsing history, etc., as well as any images, documents or other information uploaded/published by the User on the Website. The User is aware that this information will be used by InstaDraft/Website to provide Services and features targeted at the User, that are most likely to meet the User's needs, and also to customize and improve the Website to make its users' experiences safer and easier.</p> <p>5.2. The User is aware that InstaDraft/Website may automatically track certain information about the User based upon the User's IP address and the User's behaviour on the Website, and the User expressly consents to the same. The User is aware that this information is used to do internal research on user demographics, interests, and behaviour, to enable InstaDraft/Website to better understand, and cater to the interests of its users. The User is expressly made aware that such information may include the URL that the User visited prior to accessing the Website, the URL which the User subsequently visits (whether or not these URLs form a part of the Website), the User's computer & web browser information, the User's IP address, etc.</p> <p>5.3. If the User chooses to use our Services or access the Website, the User consents to allowing InstaDraft/Website to collect information about the User's behaviour and trends.</p> <p>5.4. If the User chooses to post messages / reviews / feedback anywhere on the Website, including but not limited to message boards, chat rooms, other message areas, etc., the User is aware that any and all such</p>	<p>When you use our services or access our website or software or application, you consent to allowing us to collect and store your information.</p>

information provided / uploaded will be collected and stored by InstaDraft indefinitely, and that such retained information may be used to resolve disputes, provide customer support, troubleshoot problems, etc., and that such information, if requested, may be provided to judicial or governmental authorities of requisite jurisdiction, or otherwise used by InstaDraft/Website as permitted by applicable laws.

- 5.5. The User is aware that any and all information pertaining to the User collected by InstaDraft, whether or not directly provided by the User to InstaDraft/Website, including but not limited to personal correspondence such as emails or letters, feedback from other users or third parties regarding the User's activities or postings on the Website, etc., may be collected and compiled by InstaDraft/Website into a file/folder specifically created for/ allotted to the User, and the User hereby expressly consents to the same.
- 5.6. The User is aware that while he/she can browse some sections of the Website without being a registered user, certain activities (such as placing an order) require the User to provide valid personal information to InstaDraft/Website for the purpose of registration. The User is aware that the contact information provided to InstaDraft/Website may be used to send the User offers, promotions and newsletters, whether or not based on the User's previous orders and interests, and the User hereby expressly consents to receiving the same.
- 5.7. The User is aware that InstaDraft/Website may occasionally request the User to complete optional online surveys. These surveys may require the User to provide contact information and demographic information (like zip code, age, income bracket, sex, etc.). The User is aware that this data to is used to customise the Website for the benefit of the User, and providing all users of the Website with products/services/content that InstaDraft/Website believes they might be interested in availing of, and also to display content according to the User's preferences.
- 5.8. The User is further aware that InstaDraft/Website may occasionally request the User to write reviews for Services purchased/availed of by the User from the Website. The User is aware that such reviews will help other users of the Website make prudent and correct purchases, and the User hereby expressly authorises InstaDraft/Website to publish any and all reviews

	<p>written by the User on the Website, along with the User's name and certain contact details, for the benefit and use of other Users of the Website.</p> <p>5.9. Nothing contained herein shall be deemed to compel the Website/InstaDraft to store, upload, publish, or display in any manner content/reviews/surveys/feedback submitted by the User, and the User hereby expressly authorises the Website/InstaDraft to remove from the Website any such content, review, survey, or feedback submitted by the User, without cause or being required to notify the User of the same.</p>	
<p>6.</p>	<p>Legal basis for use</p> <p>We use personal information for a number of legitimate interests, including to provide and improve Services, administer our relationship with the User and our business, for marketing and in order to exercise our rights and responsibilities. More detailed information about these legitimate interests is set out below:</p> <p>6.1. to set up and administer the User account, provide technical and customer support and training, verify User identity, and send important account, subscription and Service information;</p> <p>6.2. to administer our relationship with the User, provide our Services, our business and our third-party providers (e.g., to send invoices);</p> <p>6.3. to deliver and suggest tailored content such as news, research, reports and business information. We analyse the way the Users use our Services to make suggestions to them for features or Services that we believe they will also be interested in, and so that we can make our Services more user-friendly;</p> <p>6.4. to personalize the User's experience with our Services. We may retain the browsing and usage information to make the User's searches within our Services more relevant and use those insights to target advertising online on our websites and apps. We may sometimes share personal information across our Services so that we can make all of the Services we get delivered more intuitive (e.g., rather than requiring the User to enter the same data many times);</p>	<p>We use your personal information to provide and improve our services, for marketing our services and in order to exercise our rights and responsibilities.</p>

- 6.5. to contact the User in relation to, and conduct, surveys or polls they choose to take part in and to analyse the data collected for market research purposes;
- 6.6. to display information the User chooses to post, share, upload or make available in chat rooms, messaging services, and community and event forums (including in community and event profiles) and for related collaboration, peer connection, games and information exchange;
- 6.7. to provide any third party, who has made our Services available to the User (e.g., employer or our subscriber), insights about use of the Services;
- 6.8. for internal research and development purposes and to improve, test and enhance the features and functions of our Services;
- 6.9. to provide with marketing as permitted by law;
- 6.10. to meet our internal and external audit requirements, including our information security obligations (and if the User's employer or our subscriber provides for such access to our Services, to meet their internal and external audit requirements);
- 6.11. to enforce these Terms;
- 6.12. to protect our rights, privacy, safety, networks, systems and property, or those of other persons;
- 6.13. for the prevention, detection or investigation of a crime or other breach of law or requirement, loss prevention or fraud;
- 6.14. to comply with requests from courts, law enforcement agencies, regulatory agencies, and other public and government authorities, including where they are outside the User's country of residence;
- 6.15. in order to exercise our rights, and to defend ourselves from claims and to comply with laws and regulations that apply to us or third parties with whom we work;
- 6.16. in order to participate in, or be the subject of, any sale, merger, acquisition, restructure, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in

	<p>connection with any bankruptcy or similar proceedings); and/or</p> <p>6.17. where we rely on legitimate interests as a lawful ground for processing their personal information, we balance those interests against the Users’ interests, fundamental rights and freedoms.</p>	
<p>7.</p>	<p>Cookies and similar technologies</p> <p>7.1. A cookie is a small text file that is placed on a computer or other device and is used to identify the user or device and to collect information. Cookies are typically assigned to one of four categories, depending on their function and intended purpose: absolutely necessary cookies, performance cookies, functional cookies, and cookies for marketing purposes.</p> <p>Types of cookies and why we use them:</p> <ul style="list-style-type: none"> • Absolutely necessary cookies: These cookies are essential to enable you to move around a website and use its features. Without these cookies, Services you have asked for cannot be provided. • Performance cookies: These cookies collect information about how you use our Website. Information collected includes, for example, the Internet browsers and operating systems used, the domain name of the website previously visited, the number of visits, average duration of visit, and pages viewed. These cookies only collect information in an aggregated format. Performance cookies are used to improve the user-friendliness of a website and enhance your experience. • Functionality cookies: These cookies allow the Website to remember choices you make (such as your username or ID, language preference, or the area or region you are in) and provide enhanced, more personal features. These cookies can also be used to remember changes you have made to text size, fonts, and other customizable parts of web pages. They may also be used to provide Services you have asked for, such as watching a video or commenting on a blog. These cookies cannot track your browsing activity on other websites. 	<p>We use cookies and similar technologies to personalize your experience while you use our services and accessing our website, application software or products.</p> <p>InstaDraft shall not be responsible in any way for the use of such cookies/other devices by third parties and you shall assume any and all risks in this regard.</p>

- Targeting and advertising cookies: These cookies track browsing habits and are used to deliver targeted (interest-based) advertising. They are also used to limit the number of times you see an ad and to measure the effectiveness of advertising campaigns. They remember that you have visited a website and this information is shared with other organizations, such as advertisers.

7.2. We use certain other tracking technologies in addition to cookies:

- Local shared objects/Flash cookies: Flash cookies, also known as local shared objects, are designed to support browser content supported by Adobe® Flash. They are usually used to enable ads and video content on websites. Like other cookies, they will store information on your device, some of which will be specific to the Flash-enabled content. Flash cookies can only be deleted within Adobe Flash rather than via your browser.
- Web beacons: Our web pages may contain electronic images known as web beacons (also called single-pixel gifs and transparent graphic images) that we use to help deliver cookies on our sites, count users who have visited those sites, deliver Services, and analyze the effectiveness of our promotional campaigns, for example. We may also include web beacons in our marketing email messages or newsletters to determine whether an email is opened or if links are clicked. Web beacons are also used to deliver you interest-based advertising.
- Web server & application logs: Our servers automatically collect certain information to help us administer and protect the Services, analyze usage, and improve users' experience. The information collected includes:
 - IP address and browser type;
 - Device information including Unique Device Identifier (UDID), MAC address, Identifier For Advertisers (IFA), and similar identifiers we or others may assign;
 - Device operating system and other technical facts;

	<ul style="list-style-type: none"> – The city, state, and country from which you access our Website; – Pages visited and content viewed, stored, and purchased; – Information or text entered; – Links and buttons clicked; and – URLs visited before and after you use our Services. <p>7.3. The User is aware that a cookie is a small piece of information stored by a web server on a web browser so it can later be traced back from that particular browser, and that cookies are useful for enabling the browser to remember information specific to a given user, including but not limited to a User's login identification, password, etc. The User is aware that the Website places both permanent and temporary cookies in the User's computer's hard drive and web browser and does hereby expressly consent to the same.</p> <p>7.4. The User is further aware that the Website uses data collection devices such as cookies on certain pages of the Website to help analyse web page flow, measure promotional effectiveness, and promote trust and safety, and that certain features of the Website are only available through the use of such cookies. While the User is free to decline the Website's cookies if the User's browser permits, the User may consequently be unable to use certain features on the Website.</p> <p>7.5. Additionally, the User is aware that he/she might encounter cookies or other similar devices on certain pages of the Website that are placed by third parties or affiliates of InstaDraft/Website. The User expressly agrees and acknowledges that InstaDraft/Website does not control the use of such cookies/other devices by third parties, that InstaDraft/Website is in no way responsible for the same, and that the User assumes any and all risks in this regard.</p>	
8.	<p>Divulging/ Sharing of personal Information</p> <p>8.1. The User is aware that the Website/InstaDraft may share the User's personal information with other corporate entities and affiliates to help detect and prevent identity</p>	We may share your information with other corporates for

	<p>theft, fraud and other potentially illegal acts; correlate related or multiple accounts to prevent abuse of the Website's Services; and to facilitate joint or co-branded services, where such services are provided by more than one corporate entity.</p> <p>8.2. The User is aware that the Website/InstaDraft may disclose personal information if required to do so by law or if the Website/InstaDraft in good faith believes that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal processes. The Website/InstaDraft may also disclose the User's personal information to law enforcement offices, third party rights owners, or other third parties if it believes that such disclosure is reasonably necessary to enforce these Terms; 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 its users, or the general public.</p> <p>8.3. The User is further aware that the Website/InstaDraft and its affiliates may share / sell some or all of the User's personal information with other business entities should InstaDraft/Website (or its assets) plan to merge with, or be acquired by such business entity, or in the event of re-organization, amalgamation, or restructuring of InstaDraft's business. Such business entity or a new entity will continue to be bound by these Terms, as may be amended from time to time.</p>	<p>a legitimate purpose.</p> <p>We may disclose your account information if we are required to by law or in case of a merger, reconstruction, etc.</p>
<p>9.</p>	<p>International Transfers</p> <p>9.1. InstaDraft is a global organization and the Users' personal information may be stored and processed outside of their home country, including in countries that may not offer the same level of protection for their personal information as their home country. We have measures in place to ensure that when such personal information is transferred internationally, it is subject to appropriate safeguards in accordance with data protection laws. Often, these include contractual safeguards.</p> <p>9.2. InstaDraft has networks, databases, servers, systems, support and helpdesks around the world. We collaborate with third parties like cloud hosting services, suppliers and technology support located around the world to serve the needs of our business, workforce and customers. We take appropriate steps to ensure that personal information is processed, secured</p>	<p>We have measures in place to ensure that when your personal information is transferred internationally, it is subject to appropriate safeguards and is compliant with applicable laws.</p>

	<p>and transferred according to applicable law. In some cases, we may need to disclose or transfer personal information within InstaDraft or to third parties in areas outside of the Users' home country, including to countries that have not been declared adequate for the purposes of data protection by the European Commission.</p> <p>9.3. The areas in which these recipients are located will vary from time to time, but include the India, United States, Europe, Canada, Asia (including Australia), and other countries where InstaDraft has a presence or uses contractors.</p> <p>9.4. When we transfer personal information internationally, we put in place safeguards in accordance with applicable law (including Articles 44 to 50 of the EU General Data Protection Regulation (“GDPR”)).</p>	
<p>10.</p>	<p>Security</p> <p>Transactions on the Website are secure and protected. Any information entered by the User when transacting on the Website is encrypted to protect the User against unintentional disclosure to third parties. The User's credit and debit card information is not received, stored by or retained by InstaDraft / Website in any manner. This information is supplied by the User directly to the relevant payment gateway, which is authorized to handle the information provided, and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.</p>	<p>Our website is secure and aims to keep your personal information safe.</p>
<p>11.</p>	<p>How long personal information is kept</p> <p>11.1. We retain the User's information in accordance with our enterprise records retention policies/procedures.</p> <p>11.2. The criteria used to calculate the retention periods is as below:</p> <ul style="list-style-type: none"> • the length of time necessary to fulfil the purposes we collected it for; • when the User or his employer (or other subscriber providing for the User's access to our Services) cease to use our Services; 	<p>We retain your personal information in accordance with our internal policy/procedure.</p>

	<ul style="list-style-type: none"> • the length of time it is reasonable to keep records to demonstrate that we have fulfilled our duties and obligations; • any limitation periods within which claims might be made; • any retention periods prescribed by law or recommended by regulators, professional bodies or associations; and • the existence of any relevant proceedings. 	
12.	<p>Third Party Advertisements / Promotions</p> <p>The User is aware that InstaDraft/Website uses third-party advertising companies to serve ads to the users of the Website. The User is aware that these companies may use information relating to the User's visits to the Website and other websites in order to provide customised advertisements to the User. Furthermore, the Website may contain links to other websites that may collect personally identifiable information about the User. InstaDraft/Website is not responsible for the privacy practices or the content of any of the aforementioned linked websites/companies, and the User expressly acknowledges the same and agrees that any and all risks associated will be borne entirely by the User.</p>	<p>InstaDraft will not be responsible for the privacy practices of any third-party companies or websites, the risks associated to which will be borne entirely by you.</p>
13.	<p>User's Consent</p> <p>By using our Services and/ or by providing information to InstaDraft through the Website or otherwise, the User consents to the collection and use of the information disclosed by the User on the Website in accordance with these Terms, including but not limited to the User's consent InstaDraft/Website sharing/divulging the User's information, as per the terms contained hereinabove.</p>	<p>You consent to the collection and use of the information disclosed by you on our website in accordance with these terms.</p>
14.	<p>Your rights</p> <p>14.1. Chapter 3 of the GDPR sets out the eight rights that the Users have over their data.</p> <ul style="list-style-type: none"> • Right of subject access: The right to make a written request for details of your personal information and a copy of that personal information. • Right to rectification: The right to have inaccurate information about you corrected or removed. 	<p>You have rights over your data under applicable law.</p>

	<ul style="list-style-type: none"> • Right to erasure ('right to be forgotten'): The right to have certain personal information about you erased. • Right to restriction of processing: The right to request that your personal information is only used for restricted purposes. • Right to opt out of marketing: You can manage your marketing preferences by unsubscribe links found in the communications you receive from us or by contacting us. • Right to object: The right to object to processing of your personal information in cases where our processing is based on the performance of a task carried out in the public interest or we have let you know the processing is necessary for our or a third party's legitimate interests. • Right to data portability: The right to ask for the personal information you have made available to us to be transferred to you or a third party in machine-readable format. • Right to withdraw consent: The right to withdraw any consent you have previously given us to handle your personal information. If you withdraw your consent, this will not affect the lawfulness of our use of your personal information prior to the withdrawal of your consent. <p>14.2. These rights are not absolute, and they do not always apply in all cases. In response to a request, we will ask the User to verify its identity if we need to, and to provide information that helps us to understand the request better. If we do not comply with the request, whether in whole or in part, we will explain why.</p>	
15.	<p>Grievance Officer</p> <p>In accordance with applicable law, the name and contact details of the Grievance Officer are provided below: Aditya Mehra (e-mail: aditya@instadraft.com).</p>	<p>Contact us for any grievances that you might have.</p>