

TSR DARASHAW LTD - PRIVACY POLICY

TSR Darashaw Limited hereafter referred as TSRDL is in the business of being a Registrar & Share Transfer Agent, doing Payroll and Trust Fund Administration & Management, management of Physical Records and managing Fixed Deposits of corporate clients. TSRDL has formulated this Privacy Policy under the Information & Technology Act, 2000 and amendment thereafter as contemplated therein.

PURPOSE OF COLLECTING AND USAGE OF INFORMATION

TSRDL under the Contracts executed with its Corporate Clients is provided with sensitive, personal data and information of persons to perform various tasks and carry out various services related to its businesses.

This data and information includes details such as names, address details, financial information and other personal information of clients, investors or employees of clients, TSRDL employees, and of job applicants.

The aforesaid data and information is used by TSRDL only for processing data with regards to services rendered and performing activities required to render the services.

COLLECTION OF INFORMATION

TSRDL shall obtain the aforesaid information as well as what is required for the purposes of providing services under the Contracts by setting up the same in the said Contract specifying therein the consent of the client company for the use of such information as well as the purpose and usage of the same as being necessary for providing the said services.

It is however understood that the said information which is received from the Client Company has been obtained from each individual by the said company by taking such steps to ensure that the person concerned is having knowledge of the purpose and the intent of such information being taken and that the same would be shared with TSRDL for providing the services as mentioned in the Contract executed by and between the Client Company and TSRDL.

The Client Company shall ensure that the data and information given to TSRDL is accurate, true and correct and any such information which is later found to be inaccurate or deficient shall be corrected/amended by TSRDL on a request being received from the Client Company for correction /amendment of such information. It is however made clear that TSRDL shall not be held responsible and /or liable for the authenticity of any information /data provided by the Client Company. It is also further understood that the Client Company shall have provided an option to each of its employees to either provide for or refuse to provide for any personal information. In the event of such option being exercised, TSRDL shall have the right to provide or refuse to provide services with respect to such persons.

In case information as stated in the paragraphs above is provided by an Intermediary as recognised by the regulatory authorities for the said business, the information received would be deemed to have been received from the Client Company.

SECURITY PRACTICES AND PROCEDURES

TSRDL shall keep the information secure by implementing security practices and standards along with operational, technical, managerial and physical security control measures that are commensurate with the nature of business.

TSRDL shall comply with the international standard on information technology- security techniques-information security management system-requirements.

DISCLOSURE OF INFORMATION

TSRDL shall not disclose any such information /data to any third party without prior permission from the Client Company /provider of such information under the Contract. However, TSRDL shall not be held liable and /or responsible for disclosing such information to any Government authority and /or under any Law or Order of a Court or any Quasi-Judicial authority.

DUE DILIGENCE

TSRDL shall on its website inform the user of the computer resource about the regulations, terms and conditions and shall intimate such users not to host, display, upload, modify, publish, transmit, update or share any information that

- (a) belongs to another person and to which the user does not have a right
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful or racially or ethnically objectionable, disparaging, relating or encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever.
- (c) harm minors in any way
- (d) infringe any patent, trademark, copyright or any other proprietary rights
- (e) violate any law for the time being enforced
- (f) deceive or mislead the addressee about the origin of such message or communicate any information which is grossly offensive or menacing in nature
- (g) impersonate another person
- (h) contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource
- (i) threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public order or cause incitement to the commission of any cognizable offence or prevent investigation of any offence or is insulting any other nation.

TSRDL shall have the right to remove any such information, data or communication and shall also be entitled to refuse hosting, publishing any such information for which it shall not be in any manner liable under the Information Technology Act.

TSRDL shall on receipt of such information preserve the same for a period of 90 days to enable the authorities to investigate the same.

TSRDL shall inform its users that in the event of non-compliance with the rules and regulations, the access to or usage of the computer resource shall be terminated forthwith.

TSRDL shall strictly follow all provisions and the Information and Technology Act and any other Law for the time being in force and shall provide all information and assistance to all Government agencies who are lawfully authorized to investigate the same. The information and assistance shall be provided for the purpose of verification of identity or for prevention, detection, investigation, prosecution and punishment of offences under any Law.

TSRDL shall follow all security practices and procedures as prescribed under the Information Technology (reasonable security practices and procedures and sensitive personal information) Rules, 2011 as applicable.

TSRDL shall report cyber security incidence as well as share cyber security incidents related information with the Indian Computer Emergency Response Team as relevant.

TSRDL shall not knowingly deploy or install or modify the technical configuration of computer resource or become party to any such act which may change the normal course of operation thereby circumventing any Law for the time being in force.

TSRDPL shall develop, produce, distribute or employ technological means for securing the computer resource and information contained therein.

COMPLAINT REDRESSAL

Any complaints with regards to non-compliance of the above should be marked to privacypolicy@tsrdarashaw.com. The grievance shall be redressed within one month from the date of receipt.