

## **PRIVACY POLICY & TERMS & CONDITIONS OF SMARTWORKS GROUP**

### **Privacy Policy**

Smartworks Coworking Spaces Private Limited (Smartworks) knows that you care about how information about you is used and shared. We appreciate your expectation that we will do so carefully and sensibly. This notice describes our privacy policy. By visiting smartworks website smartworksoffice.com (the "website") and mobile software (the "application") or by otherwise interacting with smartworks, you agree to accept the practices described in this privacy notice. This Privacy Policy covers the way smartworks treats personally identifiable information and non-personally identifiable information that it collects when you are on its website and Application. This policy does not apply to the practices of companies that smartworks does not own or control or to people that smartworks does not employ or manage.

By accessing or using this website and Application, you are and shall be bound by, and agree to the collection and use of your personally identifiable information ("PII") as set forth in, this Privacy Policy. If you do not agree with any part of our Privacy Policy, including the collection and use of your personally identifiable information as described below, please do not access or use this website or Application.

#### **Commitment to Privacy:**

'Smartworks' recognizes your right to confidentiality and is committed to protecting your privacy. This Online Privacy Policy governs this website or application and the information submitted to smartworks via this website or Application. 'smartworks' does not sell any personal information about its website or Application's visitors. We do not collect any personal information online, or share it with any unrelated company, except as described in this Online Privacy Policy. We may collect personal information submitted online to smartworks and may disclose it to technical persons, our partners or affiliates, and processors who assist us with the website or Application, with processing contributions or payments, with electronic communications, or with our promotions or product development. These persons, entities, and processors are under strict contractual obligations to maintain the privacy of such information. If you send an email to us, we collect and retain your name, address and email address, and may share it with our affiliates or partners, to facilitate our ability to respond to you. We use secure procedures to maintain the security of personal information you send to us.

#### **Information about our organization and websites:**

smartworks is providing this Privacy Policy notice to you about our Privacy Policy and practices and of the choices that you can make about the way your information is collected online and how that information is used. Please read this Privacy Policy carefully and revisit this page from time to time to review any changes that may have been made. 'smartworks' may amend this Privacy Policy at any time by posting the

amended terms on this website or Application. All amended terms automatically take effect on the date set out in the posted Privacy Policy, unless otherwise specified.

### **Sites covered by this Privacy Policy:**

This Privacy Policy applies to all smartworks owned websites and domains, including smartworksoffice.com. smartworks website or Application may provide links to third-party websites for your convenience and information. If you access those links, you will leave the smartworks Websites or Application. We do not control those sites or their privacy practices, which may differ from our own privacy practices. This Privacy Policy does not cover any personal data that you choose to give to unrelated third parties. We do not monitor or control the information collected by such sites or the privacy practices of any third parties, and we are not responsible for their practices or the content on their websites or applications .

### **Types of information we collect and use:**

We receive and store any information you enter on our website or Application or give us in any other way, such as via telephone, electronic mail or online form. For example, this information may be collected when you request a service or when you contact us for customer support. Here are the types of information we gather from visitors on smartworks website or application. In this policy, “personal information” or “personal data” means information about an identifiable individual that is subject to protection under the law in the jurisdiction in which you reside. In some jurisdictions, “personal information” or “personal data” will not include business contact information. ‘smartworks’ website collects information through a variety of different ways and for different purposes. If you choose to register with the smartworks websites or application, then you will be requested to provide contact information (name, address, telephone number, email address, a unique login name, and password). We use this information to contact you about the services that we offer and the services in which you have expressed interest. We may also use your contact information to send you information about other smartworks products and services as well as promotional material that may be of interest to you from some of our marketing partners. If you do not want to receive these promotional announcements, you may opt-out when you provide us with contact information or at any time after you register by updating your preferences (see the Opt-Out section below).

### **Contact Information:**

This information includes your full name, company name, mailing address, phone number, email address, and, where provided, your facsimile number. Such contact information may be used, for example, to communicate with you when necessary with respect to transactions conducted through the website or Application. Additionally, we may collect contact information provided to us during any correspondence relating to customer support that we provide, as well as in connection with products and services offered on the website. In most cases, you provide us with your consent to use your personal data in accordance with this policy by providing us with that information. In

some cases, we may specifically ask for your consent if we believe that the information is sensitive or our use of the information may include other uses not covered by this Privacy Policy or another privacy notice that we have made available to you.

**Financial Information:**

Through the smartworks website or Application, you can order products or services, request information, or subscribe to marketing or support materials. In order to purchase a product or service from us, we will request certain information from you during the online ordering process, as well as in connection with other products and services, which we offer on the website and application. You will need to provide contact information (such as name, email and shipping address) and financial information (such as credit card number, billing address, and expiration date). Financial information collected from you is used only to bill you for the products and services that you have purchased. If we collect credit card information from you, we only use this information for payment processing and fraud prevention. Credit card information and other similar sensitive personal data are not used for any other purpose by smartworks without your explicit consent. We do not retain your credit card information after processing a payment unless you grant us permission to retain your credit card information for future purchases. We will not sell, share or rent any financial information collected from you

**Demographic Information:**

We may collect and store anonymous demographic information (such as your pin code, gender, age type of business etc.), and use this data to tailor your experience on our website or application, provide content that we think you might be interested in, and display the content according to your preferences. Such demographic information may be shared with partners, market researchers and other third parties on an aggregate, non-personally identifiable basis. No personally identifiable information (“PII”) will be linked to aggregated demographic information. The information is used by smartworks to process your orders, enable participation in promotions, and facilitate your relationship with us.

**Internet Protocol Address:**

We automatically collect technical information about your visit (such as browser type, internet service provider, platform type, internet protocol (IP) addresses, referring/exit pages, operating system, date/time stamp) and retain an IP address from all visitors to the smartworks website or application. We use your IP address to help diagnose problems with our server, to administer our website or application and for purposes of traffic analysis on the website and application, and to help prevent fraud. No personally identifiable information (“PII”) will be linked to such information. We do not associate this information with other information about you. We aggregate this information for reporting about the smartworks website and application in an effort to analyze trends,

diagnose problems with our servers and administer the website or application, to track user movement and use, and to gather broad demographic information.

### **Communications from smartworks:**

Once you register, we will send you a welcome email to verify your username and password. We will also respond to your inquiries, provide services you request and manage your account. We will communicate with you by email or telephone and will make every effort to honor your preferences. We will also send you information on new products, services, special savings, promotions and general information. If you do not want to receive this information, you can opt-out from receiving future mail (see Opt-Out section below). If you wish to subscribe to our newsletter, we will use your name and email address to send it to you. You can sign up for these newsletters from us on our registration page. You may also unsubscribe at any time (see Opt-Out section below).

When necessary, smartworks will send you service-related announcements, which are not promotional in nature. If you do not wish to receive them, you may deactivate your account with the smartworks website or application. Please note that we do not provide your email address to our business partners. However, we may send you offer on behalf of our business partners. You can opt out from receiving email offers from smartworks as described below.

### **Sharing of information and Cross-border Transfers:**

smartworks gets into contracts with third-party service providers and suppliers to deliver complete products, services and customer solutions. These service providers may change or we may get into a contract with additional service providers to better accommodate our customers. smartworks' affiliates may provide services to you or to your local smartworks affiliate and may receive personal data about you. If we transfer your personal data to affiliates or third parties, we require the recipients of your personal data to safeguard it using administrative, technical and security procedures; however, your personal data will also be subject to the laws of the jurisdiction governing our affiliate or the third party. Your personal data may be transferred across state borders and country borders. 'smartworks' does not disclose personal data to third parties for their own use without your permission. However, in some cases, smartworks may be required to share information as a result of applicable law. For example, smartworks may be required to disclose information as a result of a court order, subpoena or warrant. In addition, we may, subject to applicable law, voluntarily provide information in order to assist in a law enforcement investigation or where the disclosure is necessary to protect our systems, our business or the rights of others.

### **Other Information:**

We collect and store certain types of information whenever you interact with us. For example, our servers track the type of web browser you are using, and the page to which you link from smartworks. We collect this information to better develop a sense of what services our customers need, but not to track your individual usage patterns, except within the website. No personally identifiable information (“PII”) will be linked to such aggregated information shared with third parties. We are not responsible for circumvention of any privacy settings or security measures contained on the website. You understand and acknowledge that, even after removal, copies of user content may remain viewable in cached and archived pages or if other users have copied or stored your user content. If you use the mobile software, your location may be tracked on the mobile device on which the mobile software is installed. ‘smartworks’ will not collect, transmit or otherwise use this information without your permission. We use location data to provide you relevant search results for spaces in your area. When you download and use our mobile software, we automatically collect information on the type of device you use, operating system version, and the device identifier.

### **Cookies:**

‘smartworks’ website and application automatically gather information through the use of cookies and other digital markers for such purposes as enhancing your online experience by making it easier for you to navigate through the website and making certain features work better. Cookies and digital markers are text files, which are commonly deposited by websites or application on a user's hard drive when the user visits a website or application. The file identifies a user's computer and can record the user's preferences and other data about the user's website visit. We do not extract information about individual users during this process. Your web browser may enable you to disable cookies, but please note that certain services may not function correctly without it. For example, when you book office space, we use cookies in the checkout process in order to keep track of your order as you move through each step of the booking process. ‘smartworks’ may use the services of third parties to collect and process personal information through the use of cookies and other digital markers on our behalf. You may disable cookies on your computer by changing the settings in the preferences or options menu in your browser. If you choose to disable cookies, you may not be able to access certain areas of the smartworks website and application. ‘smartworks’ does not control any cookies of any linked sites, and our Privacy Policy does not apply to them. Most browsers are initially set to accept cookies. If you'd prefer, you can set yours to refuse cookies or to alert you when cookies are being send

### **Protection of smartworks and others:**

We may release account and other personal information when we are required to do so by law, court order or other government or law enforcement authority or regulatory

agency, to enforce or apply our Services Agreement or other agreements; or when we believe in good faith that disclosing this information is necessary or advisable, including, for example, to protect the rights, property, or safety of smartworks, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. 'smartworks' gives you the ability to access your contact information for the limited purpose of viewing and, in certain cases, updating that information. To view or change this information, customers may email their request to our customer service or by calling our office assistants. The third-party advertising companies or advertisement providers may also employ technology that is used to measure the effectiveness of ads. Any such information is anonymous. They may use this anonymous information about your visits to this and other sites in order to provide advertisements about goods and services of potential interest to you. No personally identifiable information ("PII") is collected during this process. The information is anonymous, and does not link online actions to an identifiable person. Please note, however, that no financial information will be provided over the phone, and in no event will such information be provided without verification. When you update your information, we may keep a copy of the prior version for our records.

#### **Children's privacy:**

'smartworks' does not knowingly collect information from children under the age of 13 and smartworks does not target its websites or application to children under 13 years of age. If you are under 18, you may use Smartworks website or application only with involvement of a parent or guardian. 'smartworks' is committed to protecting the privacy needs of children and we encourage parents and guardians to take an active role in their children's online activities and interests. . No one under the age of 18 may access or use the website or application or provide any personal information through the website or application.

#### **Access to and accuracy of your information:**

We will provide you with access to your information, including making reasonable effort to provide you with online access and the opportunity to change your information. To protect your privacy and security, we will also take reasonable steps to verify your identity, such as a password and user ID, before granting access to your data. Subject to applicable law, we reserve the right to refuse to provide visitors to our website or application with a copy of their personal data, but will give reasons for our refusal.

#### **Keeping your information secure:**

'smartworks' does not guarantee or warrant the security of our servers nor can we guarantee that information you supply through the smartworks website or application will not be intercepted while being transmitted over the internet. We follow generally

accepted industry technical standards to protect the personal data submitted to us, both during transmission and once we receive it. When you enter sensitive information (such as credit card information) on our registration or order forms, we encrypt that information using secured socket layer technology.

### **Business transitions:**

In the event that smartworks goes through a business transition, such as a merger, acquisition by another company or sale of all or a portion of its assets, your personal information will likely be among the assets transferred.

### **Social Media Widgets:**

Our website and application includes social media features, such as the Facebook, Twitter and LinkedIn Like buttons and widgets, such as the share buttons or interactive mini-programs that run on our website or application. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our site. Your interactions with these features are governed by the privacy policy of the company providing it.

### **Hyperlinking:**

On smartworks' website or application you shall not find any links to the other websites. However, in case any link has been posted, the same shall be placed for your convenience. smartworks is not responsible for the content and reliability of the linked websites and does not endorse the views expressed by them. Mere presence of the link or its listing on this website should not be assumed as endorsement of any kind. 'smartworks' shall not be held liable for the postings or the breach of privacy of a user on part of these websites.

### **Anti-spamming:**

'smartworks' recognizes the receipt, transmission or distribution of spam emails as a major concern and has taken reasonable measures to minimize the transmission and effect of spam emails in our computing environment. All emails received by smartworks are subject to spam check. 'smartworks' reserves the right to reject or report any suspicious spam emails, to the authorities concerned, for necessary action.

### **Your choices and opting-out:**

'smartworks' gives you the choice of receiving a variety of information that complements our products and services. You can subscribe to receive certain product and service-specific information and smartworks-wide marketing communications. smartworks-wide communications may include new product information, special offers,

or an invitation to participate in market research. 'smartworks' provides you the opportunity to "opt-out" of having your personal data used for certain purposes when we ask for this information. For example, if you purchase a product from us but do not wish to receive any additional marketing material from us, you can indicate your preference on the order form. If you no longer wish to receive our newsletter and/or promotional communication, you may opt-out of receiving them by following the instructions included in each newsletter or communication or by emailing at [enquiry@sworks.co.in](mailto:enquiry@sworks.co.in). Please type "Opt-Out" in the subject-line.

### **Condition of Use, Notices, and Revisions:**

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Due to the constantly changing nature of our business, we reserve the right to change, update or modify this policy at any time at our sole discretion, and will post any new privacy policy here. Any such change, update or modification will be effective immediately upon posting on the smartworks website and application. Use of information that we gather now will be subject to the Privacy Notice in effect at the time of use. By using or navigating around the website or application or utilizing any of the services we provide here, you acknowledge that you have read and understand and agree to be bound by this Privacy Notice. If you do not agree to be so bound, do not remain on the website and application. You are responsible for checking our website or application frequently to keep apprised of recent changes.

If you have any questions or comments about this Privacy Policy or smartworks' privacy practices in general, please contact us as provided below. You may also contact us to provide you with a copy of your Non-Public Information within our control, to have us correct any erroneous information, to discontinue receipt of certain types of communications or to ask us to delete any of your Non-Public Information that we have stored and is no longer required for the purpose for which it was collected. We will respond to your request to access non-public information within 30 days.

## **Terms and conditions**

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#### **Accuracy of Information:**

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You agree to indemnify and hold harmless smartworks from any third party claim, action, demand, loss or damages (including attorneys' fees and costs) arising out of or relating to your violation of these Terms and Conditions, your use of the website or application or your violation of any rights of a third party.

### **Remedies for Violations:**

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### **Confidentiality:**

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**Contact:**

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