

Privacy Policy

Mera Bizeness Card, Udaipur, the Vendor, through its Website www.merabiznesscard.com brings to you its Product, Share Digital Card. The Vendor may receive data (inclusive of credentials, content and information referred to in the [Terms and Conditions](#) and [Terms of Use](#) from you during and as a consequence of your access or use of the Website, and your Registration, Subscription or Use of the Product, and such data shall be governed by this Privacy Policy. The Vendor insists upon your prior perusal and understanding of the same, and informs you that your access or use of the Website shall automatically signify your consent to be bound by the Privacy Policy, since the same constitutes an electronic record defined under the laws prevailing in the Republic of India, and having been generated by a computer system does not require physical or personalized digital signatures for its authentication and enforcement.

Need for collection

The Vendor needs to collect data from you for better understanding of your requirements; providing you with consistently improving services; maintaining, enhancing and adding to the features availed by you; ensuring your valid identification, authentication and security; keeping and maintaining of your records; and communicating to you its support and information as per your requirements and interests

Mode of Collection

The Vendor may receive your data through following modes:

Direct collection

For and through Registration – including but not limited to your personal information like name, Email Id, physical address, phone number, etc

For and through Subscription – including but not limited to information required for verification of your identity like details of your Aadhar Card, PAN Card, etc.; banking information required for making payment(s); your expression of interest in the Features of the Product, etc.

For and through use – including but not limited to your personal and professional information that you may customize into the Product (apart from the information shared for Registration) like your designation(s), photograph(s), logo(s), official address, details of your employer / employees / team, services, clients, links to your social media account(s), third party information, etc.; your proclivity in use of the Product; your insight upon its Features, etc.

For and through communications – including but not limited to your Email, postal or telephonic conversations, like your queries, discussions, requests for services, etc.

By linking to social media – including but not limited to your linking of the Vendor, its Website or its Product to your social media Account(s) and granting access to your information contained therein, as the case may be, to the Vendor.

Automated collection

Browsing information – including but not limited to your Internet Protocol (IP) Address, Internet Service Provider (ISP), Web Browser, Operating System, Date and Time Stamp, Geolocation, etc.

Analytical information – including but not limited to your click stream patterns and paths, heat maps, etc.

Statistical information – including but not limited to your use, interaction and preferences with the Website, Product and services offered by the Vendor,

Indirect collection

Information received consequential to your access or use of the Website, and your Registration, Subscription or Use of the Product, from sources other than the ones mentioned hereinabove, but linked to your transaction(s) with the Vendor, its Website, Product and / or services.

Storage of data

Physical storage – The data received by the Vendor shall be physically stored in a secured Server installed and maintained at the headquarters of Vendor being

Virtual storage – The data received by the Vendor shall be virtually stored in Log files and Cookies.

Explanation:

Log files and Cookies are brief records of your information stored on the hard drive for

purposes of enabling, easing and improving your access or use of the Website, and your Registration, Subscription or Use of the Product.

Such records may be strictly necessary without which desired services cannot be availed; or may be partially necessary to assess your performance and to enable tailoring of such services to suit your needs; or may be optional to introduce you with advertisement campaigns related to your interests.

You have the liberty to enable or disable creation, maintenance and accessing of such records by the Vendor through respective settings of your equipment and facilities utilized for access or use of the Website, and Registration, Subscription or Use of the Product.

Protection of data

The Vendor maintains physical, electronic and procedural safeguards with respect to data received from you in compliance of the laws prevailing in the Republic of India, and ensures encryption of the information that may be deemed by it to be sensitive

Sharing of data

The Vendor may disclose the data received from you in the following ways:

With its affiliates, employees, agents, contractors and service-providers;

With third-parties indispensable from the process of services of the Vendor;

With public as testimonials, endorsements and promotions;

With its professional consultants like Accountants, Lawyers, etc.;

With law enforcement, investigatory and adjudicatory bodies; and,

As may be required by the laws prevailing in the Republic of India.

Confidentiality of data

Except as provided hereinabove, the Vendor otherwise undertakes to maintain confidentiality of your data (or part thereof) that you inform the Vendor to be confidential in nature, with the same degree and care as it would deploy to protect its own Confidential Information.

Non-ownership of data

The Vendor claims no ownership upon your data or upon the data of any third party(ies).

Retention of data

The Vendor shall however be required to retain your data with itself during and until you continue to avail its Services, or longer if so required for facilitating, recordkeeping, accounting, investigating and / or legal purposes, as may be deemed fit by the Vendor.

Discretion

The Vendor may, at its sole discretion, alter, remove, restrict, suspend or terminate its method / policy of mode of collection, storage, protection, sharing and / or retention of data, or may amend and enforce amendment(s) of the Privacy Policy as it may deem fit, without any prior notice to you; and it shall be your responsibility to keep yourself conversant with the same to ensure your pragmatic compliance of the Privacy Policy.

Disclaimer

The Vendor shall not, under any circumstances, assume, ratify or defend your ownership upon the data received from you, or its accuracy, authenticity, correctness, validity and legality.

The Vendor shall not be liable for any loss(es) of your data or any consequential loss(es) caused due to your lack of diligence, vigilance or prudence in protecting your data and / or your sharing of credentials of your Account / Subscription with any third party(ies).

The Vendor shall not be liable for any loss(es) of your data or any consequential loss(es) caused due to your sharing of the same with any third party(ies), and although the same may be consequential to services of the Vendor, such data shall be governed by respective Privacy Policy(ies) of such third party(ies).

The Vendor shall not be liable for any loss(es) of your data or any consequential loss(es) caused due to unauthorized and / or unlawful use of your Account, Subscription and / or Share Digital Card.

The Vendor shall not be liable for any loss(es) of your data or any consequential loss(es) caused due to causes beyond its control including but not limited to maintenance, power failure, server malfunction, content loss, misuse or abuse, unwarranted access gained by hackers, viruses or like infiltrators, force majeure, etc.

The Vendor shall not be liable for any loss(es) of your data or any consequential loss(es) caused due to human error and error of belief, opinion or judgment.

The Vendor shall not be liable for any loss(es) of your data or any consequential loss(es) caused due to your equipment or facilities utilized for access or use of the Website, or Registration, Subscription or Use of the Product.

The Vendor shall not be liable for any loss(es) of your data or any consequential loss(es) caused as a consequence of any action or omission at the behest of any person, entity or bot representing the Vendor without due authorization from the Vendor.

The Vendor shall not represent, ratify or defend you in any claim or complaint made against you in pursuance of your data owing to any action or omission on your part during, out of the course of, or in consequence of access or use of the Website; Registration, Subscription or Use of the Product; and / or in violation of the Privacy Policy.

Liability and Indemnification

You shall solely be liable for, and shall indemnify, defend and hold the Vendor harmless for any loss(es) caused to data belonging to you, to any third party(ies), or to the Vendor; or for any consequential loss(es); or for such loss(es) that may be saddled upon the Vendor, owing to any action or omission on your part during, out of the course of, or in consequence of access or use of the Website; Registration, Subscription or Use of the Product; and / or in violation of the Privacy Policy.

Dispute Redressal

Any dispute arising out of or in connection with the data transacted for access and / or use of the Website; Registration, Subscription or Use of the Product; and / or in violation of the Privacy Policy, shall be communicated by the aggrieved party to the other party within three (3) days of occurrence of such grievance, upon which the parties shall endeavour to resolve the same amicably within subsequent 15 days, however, if such dispute is not so resolved, then either party may initiate Arbitration proceedings for redressal of such dispute by serving the other party with a Notice of 15 days to that effect, and the Vendor shall accordingly appoint a sole Arbitrator to govern the Arbitral Tribunal at Mumbai, India, as per the Indian Arbitration and Conciliation Act, 1996.

Governing Law and Jurisdiction

The Privacy Policy, and the aforementioned process of dispute redressal shall be governed by the laws prevailing in the Republic of India, being subject to the jurisdiction for the purposes of enforcement, intervention and execution of the said process vested in the Courts at Udaipur, India

Contact:

The official contact information of the Vendor for all purposes shall be its Email Id – Hello@merabusinesscard.com.