

# Privacy Policy

## 1. INTRODUCTION

### 1.1) COMMITMENT TO PRIVACY AND TRANSPARENCY

Anand Rath IT ("we", "us", or "our") values the trust placed by its corporate clients ("Subscribers") and their authorized users ("Users") in the use of the *E-HR* platform. We are committed to safeguarding all personal and company data processed through the platform, ensuring privacy, security, and transparency in accordance with applicable data protection laws.

### 1.2) PURPOSE OF THIS PRIVACY POLICY

This Privacy Policy ("Policy") explains how *Anand Rath IT* collects, uses, processes, discloses, and protects information received from *Subscribers* and *Users* in connection with the *E-HR* platform and associated services. The *Policy* is intended to help *Subscribers* and *Users* understand:

- 1.2.1) What information we collect;
- 1.2.2) Why we collect it;
- 1.2.3) How we use and protect it;
- 1.2.4) Under what circumstances we disclose data to third parties; and
- 1.2.5) The rights and responsibilities of *Subscribers* and *Users*.

### 1.3) APPLICABILITY

This *Privacy Policy* applies to:

- 1.3.1) All corporate *Subscribers* (companies, organizations, or business entities) that use the *E-HR* platform for their internal HR and workforce management;
- 1.3.2) All *authorized users* (employees, contractors, consultants, or personnel) who access and use the *E-HR* platform under the control of the *Subscriber*;
- 1.3.3) Any third parties authorized by *Subscribers* to access the platform on their behalf, subject to contractual obligations.

### 1.4) ACKNOWLEDGEMENT AND ACCEPTANCE

By accessing or using the *E-HR* platform, *Subscribers* and *Users* acknowledge that they have read, understood, and agreed to the terms of this *Privacy Policy*. Continued use of the platform after changes or updates to the *Policy* constitutes acceptance of those revisions.

### 1.5) LEGAL RELATIONSHIP CLARIFICATION

For the purposes of data protection laws, the *Subscriber* is the *Data Controller* of all data input into the *E-HR* platform. *Anand Rath IT* acts as the *Data Processor*, processing such data on behalf of the *Subscriber*, in accordance with applicable laws and the terms of this *Privacy Policy* and the Subscription Agreement.

### 1.6) POLICY SCOPE LIMITATION

This *Policy* does not apply to third-party websites, applications, or services that may be linked through the *E-HR* platform or integrated by *Subscribers*. We encourage *Subscribers* and *Users* to review the privacy policies of such third parties separately.

## 2. DEFINITIONS

2.1) "PERSONAL DATA" shall mean any information relating to an identified or identifiable natural person (data subject), including but not limited to name, contact details, employee identification numbers, employment details, attendance records, IP addresses, or any other information classified as personal under *applicable data protection laws*.

2.2) "COMPANY DATA" refers to all data and content provided by the *Subscriber* to the *Platform*, including employee records, HR policies, organizational information, attendance logs, leave records, and any other internal data used within the scope of HR management.

2.3) "SENSITIVE PERSONAL DATA" means personal data which may include but is not limited to financial information, biometric data, health records, government identification numbers (such as PAN, Aadhaar), passwords, and other sensitive information as defined under *applicable laws and regulations*.

2.4) "DATA CONTROLLER" refers to the *Subscriber*, i.e., the business entity or organization that determines the purpose and means of the processing of *Personal Data* and *Company Data*.

2.5) "DATA PROCESSOR" refers to *Anand Rath i IT*, which processes *Personal Data* and *Company Data* on behalf of the *Subscriber* and under their documented instructions.

2.6) "DATA SUBJECT" refers to the individual whose *Personal Data* is collected, stored, or processed by the *Data Controller* or the *Data Processor*. This may include employees, clients, contractors, or any other identifiable person whose data is handled in connection with the services provided.

2.7) "PROCESSING" means any operation or set of operations performed on *Personal Data* or *Company Data*, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, dissemination, alignment, restriction, erasure, or destruction.

2.8) "THIRD-PARTY SERVICE PROVIDER" refers to any external entity or vendor engaged by *Anand Rath i IT* to provide services, tools, or integrations to enhance the *Platform*, subject to appropriate data protection obligations.

2.9) "AUTHORIZED USER" means any individual employee or designated personnel of the *Subscriber*, authorized by the *Subscriber* to access and use the *Platform* under their account.

2.10) "PARTIES" means collectively *Anand Rath i IT* (the *Data Processor*) and the *Subscriber* (the *Data Controller*), and each individually referred to as a "*Party*".

2.11) "PLATFORM" refers to the *E-HR* mobile application and any associated services, systems, and databases provided and operated within *E-HR* by *Anand Rath i IT*.

2.12) "SUBSCRIBER" means the legally registered business entity, company, or organization that has entered into an agreement with *Anand Rath i IT* for the use of the *E-HR* platform and is responsible for compliance with this Privacy Policy and all related legal obligations.

2.13) "ACCOUNT" means the *Subscriber's* official registration on the *Platform*, used to manage its HR functions and grant access to *Authorized Users*.

2.14) "CONSENT" means any freely given, specific, informed, and unambiguous indication of the *data subject's* agreement to the processing of their *Personal Data*, given by a statement or by a clear affirmative action.

2.15) "APPLICABLE LAW" means all laws, statutes, rules, regulations, and guidelines in force in India or any other relevant jurisdiction that apply to the collection, processing, storage, and

transfer of *Personal Data* and *Company Data*, including the *Information Technology Act, 2000* and any amendments or successor legislation.

2.16) "BREACH" or "DATA BREACH" means any incident involving unauthorized or unlawful access to, disclosure of, alteration of, or destruction of *Personal Data* or *Company Data* processed on the *Platform*, whether accidental or intentional.

2.17) "SERVICE LEVEL AGREEMENT" (SLA) means any separately executed written agreement between *Anand Rath IT* and the *Subscriber* that sets out specific performance metrics, uptime guarantees, and remedy terms regarding the *Platform's* services.

2.18) "DOWNTIME" refers to the period during which the *Platform* or any of its functionalities are unavailable or inoperable, whether due to scheduled maintenance, upgrades, or unexpected system failures.

### 3. TYPES OF DATA COLLECTED

ANAND RATHI IT (hereinafter referred to as "THE COMPANY"), through its proprietary human resource management platform "E-HR" (hereinafter referred to as "THE PLATFORM"), collects and processes personal, technical, operational, and behavioral data strictly to the extent necessary for the lawful provision, management, and continuous improvement of its platform. All data collection is undertaken in compliance with applicable laws and regulations, contractual obligations, and based on prior, informed, and explicit consent from the respective SUBSCRIBER or AUTHORIZED USER, wherever such consent is legally required, particularly in relation to sensitive personal data or security-related information.

*The data collected through THE PLATFORM include, but are not limited to, the following:*

#### 3.1) COMPANY-LEVEL INFORMATION

Information pertaining to the subscribing organization, including corporate identity details, registration data, contact information, authorized representatives, contractual documentation, and internal policies as provided for HR management purposes.

#### 3.2) EMPLOYEE AND AUTHORIZED USER DATA

Personal information relating to employees and authorized users of THE PLATFORM, including but not limited to full name, designation, employee ID, contact details, date of birth, address, identity documents, demographic information, attendance records, leave details, payroll-related data, and other HR-related information required for the administration of employment and organizational processes.

#### 3.3) DEVICE AND TECHNICAL DATA

Information automatically collected from the devices used to access THE PLATFORM, including device identifiers, operating system, browser type, IP address, geolocation data (where authorized), application version, and other telemetry data necessary to ensure secure and efficient platform functionality.

#### 3.4) AUTOMATED SYSTEM DATA

System-generated data collected through automated monitoring and logging mechanisms, including audit logs, login timestamps, access history, system error reports, and usage metadata utilized for security, troubleshooting, and service optimization.

#### 3.5) USAGE AND BEHAVIORAL DATA

Analytical data reflecting patterns of platform usage, feature interaction, session activity,

frequency of use, and other behavioral insights gathered through analytics tools and tracking mechanisms for service enhancement, personalization, and research purposes.

#### 3.6) COMMUNICATION AND SUPPORT DATA

Information collected through interactions with customer support, helpdesk, chatbots, and other communication channels, including correspondence records, support tickets, recorded conversations (if applicable), and feedback, maintained for quality assurance, dispute resolution, and service improvement.

#### 3.7) LEGAL AND COMPLIANCE DATA

Any data collected or maintained for the purpose of fulfilling legal, regulatory, or compliance-related obligations, including data retention records, consent logs, compliance certifications, grievance records, and documentation required by applicable statutory and regulatory authorities.

### 4. USE OF DATA

All data collected and processed by "THE COMPANY" through "THE PLATFORM", shall be utilized solely for lawful purposes, strictly in accordance with applicable statutory requirements, regulatory frameworks, contractual obligations, and the informed consent of the respective SUBSCRIBER or AUTHORIZED USER, where such consent is mandated by law.

The processing of personal and organizational data shall be limited to the following purposes:

#### 4.1) ATTENDANCE AND LEAVE MANAGEMENT

To facilitate the accurate collection, recording, and processing of employee attendance data, leave applications, leave accruals, leave balances, approvals, and attendance regularization requests, enabling lawful human resource administration and employee self-service functionality.

#### 4.2) ADMINISTRATION OF HUMAN RESOURCE FUNCTIONS

To administer core human resource operations, including but not limited to employee onboarding, employment history maintenance, designation mapping, role assignments, internal hierarchy management, and, where integrated, payroll computation, disbursement facilitation, generation of payroll statements, and preparation of statutory payroll records in compliance with applicable taxation and labor laws.

#### 4.3) USER AUTHENTICATION, VERIFICATION, AND ACCESS SECURITY

To ensure the secure and controlled access of SUBSCRIBERS and AUTHORIZED USERS to THE PLATFORM through robust authentication measures, including but not limited to password verification, MPIN-based access controls, multi-factor authentication (MFA), and secure session management, thereby safeguarding confidentiality, integrity, and availability of data.

#### 4.4) TRANSMISSION OF TRANSACTIONAL COMMUNICATIONS AND SYSTEM ALERTS

To deliver mandatory transactional notifications, including attendance alerts, leave status updates, system-generated advisories, security alerts, policy change notifications, platform updates, and other communications reasonably required for the efficient operation and use of "THE PLATFORM."

#### 4.5) GENERATION OF ANALYTICS, INSIGHTS, AND HR REPORTS

To collect and process usage and behavioral data in anonymized or aggregated form, for the sole purpose of generating management reports, productivity insights, trend analyses,

employee engagement metrics, and other human resource intelligence reports for internal business optimization and strategic decision-making, without infringing upon individual privacy beyond the lawful scope.

#### 4.6) COMPLIANCE WITH APPLICABLE LAWS AND REGULATORY REQUIREMENTS

To fulfill all statutory obligations, including, but not limited to, compliance with labor laws, wage codes, tax regulations, employee welfare legislation, and data protection laws; and to enable lawful record-keeping, report generation, and disclosures mandated by competent regulatory authorities or applicable judicial directives.

#### 4.7) FACILITATION OF AUDITS AND HISTORICAL RECORD RETENTION

To create and maintain immutable audit trails, historical logs of access, transaction records, and activity logs for the purposes of internal audits, financial and HR audits, statutory inspections, and other compliance-based reviews, in accordance with legally prescribed record retention policies.

#### 4.8) PLATFORM PERFORMANCE MONITORING AND FEATURE DEVELOPMENT

To monitor and analyze system performance data, error reports, and usage telemetry to ensure platform stability, detect and address technical anomalies, implement security enhancements, and facilitate the continuous improvement, development, and deployment of new features and upgrades for the benefit of SUBSCRIBERS and AUTHORIZED USERS.

## 5. LEGAL BASIS FOR DATA COLLECTION AND PROCESSING

In accordance with applicable data protection laws and regulations, *Anand Rath i IT* processes personal data collected through “THE PLATFORM” based on the following legal grounds:

#### 5.1) PERFORMANCE OF CONTRACTUAL OBLIGATIONS

We process personal data where it is necessary for the execution and fulfillment of obligations arising under contracts entered into between the *Subscriber* (the employer or authorized entity) and *Anand Rath i IT*. This includes, but is not limited to, facilitating access to the platform, managing user profiles, attendance records, leave applications, and ensuring the smooth delivery of the platform’s core functionalities and services.

#### 5.2) LEGITIMATE BUSINESS INTERESTS

We process personal data to pursue the legitimate business interests of both the *Subscriber* and *Anand Rath i IT*, provided such interests are not overridden by the rights and interests of the data subjects. These legitimate interests include improving the quality and security of our services, enhancing user experience, monitoring and analyzing usage trends, preventing fraud, and maintaining the integrity of our IT systems.

#### 5.3) COMPLIANCE WITH LEGAL AND REGULATORY OBLIGATIONS

We process personal data as required for compliance with applicable legal and regulatory requirements, including but not limited to labor laws, tax regulations, record-keeping mandates, and lawful requests from competent authorities.

#### 5.4) CONSENT (WHERE APPLICABLE)

Where required by law, we may process personal data based on the explicit consent of the data subject. This applies particularly to communications and processing activities that extend beyond the platform’s essential and core functions, such as promotional notifications or

optional features. Data subjects may withdraw such consent at any time without affecting the lawfulness of processing based on consent prior to its withdrawal.

## 6. DATA COLLECTION METHODS

### 6.1) DIRECT USER SUBMISSION

The Company may collect Personal Data directly from the User through voluntary submission via the platform. Such information may include, but is not limited to, personally identifiable information, employment-related details, attendance records, leave applications, and any other information voluntarily provided by the User.

### 6.2) EMPLOYER-PROVIDED INFORMATION

Personal Data may be collected from the Employer or its duly authorized representatives on behalf of employees. Such data may include employment contracts, payroll records, attendance data, official correspondence, and other employment-related documentation as deemed necessary for the purposes of the Platform.

### 6.3) AUTOMATED SYSTEM COLLECTION

The Platform may, through automated means, collect certain data during User interaction with the system. Such data may include, without limitation, log files, device identifiers, IP addresses, geographic location data (where enabled and consented to by the User), and system usage analytics, which are necessary for maintaining the security, integrity, and functionality of the Platform.

### 6.4) THIRD-PARTY DATA INTEGRATION VIA APIS

Where the Subscriber has expressly enabled third-party services or applications through API integrations, the Company may collect and process Personal Data from such external sources. All such collection shall be undertaken in accordance with the permissions granted by the Subscriber and subject to the terms and conditions set forth in this Privacy Policy, and in accordance with applicable data protection laws.

### 6.5) COOKIES AND TRACKING TECHNOLOGIES

The platform may deploy cookies and other similar tracking technologies to collect data regarding browsing activities, session identifiers, user preferences, and system analytics. Users shall have the ability to manage cookie preferences through their browser settings; however, disabling cookies may impact certain functionalities of the Platform.

### 6.6) CONSENT-BASED COLLECTION

The Company shall not collect any additional categories of Personal Data beyond those specified herein without obtaining express, prior, and informed consent from the User, unless otherwise required or permitted by applicable law, regulation, or order of a competent authority.

## 7. DATA OWNERSHIP AND CONTROL

### 7.1) SUBSCRIBER AS DATA CONTROLLER

The Subscriber shall, at all times, be deemed the *Data Controller* with respect to all Personal Data collected, submitted, or processed through the *E-HR platform*. The Subscriber shall retain full ownership and responsibility for determining the purposes and means of the processing of such Personal Data.

#### 7.2) ANAND RATHI IT AS DATA PROCESSOR

Anand Rathi IT shall act solely in the capacity of a *Data Processor*, processing Personal Data on behalf of the Subscriber. The Company shall process such data strictly in accordance with the documented instructions of the Subscriber and within the scope of the applicable contractual agreement.

#### 7.3) LIMITATION OF INDEPENDENT PROCESSING

Anand Rathi IT shall not process, access, or use any Personal Data for its own purposes or for any purpose other than as necessary to provide the agreed services, unless otherwise required by law or regulation.

#### 7.4) SUBSCRIBER INSTRUCTIONS AND COMPLIANCE

All data processing activities carried out by Anand Rathi IT shall be subject to the Subscriber's written instructions and shall comply with all applicable *data protection laws, regulations, and contractual provisions* governing the relationship between the parties.

#### 7.5) RIGHT TO AUDIT

The Subscriber reserves the right to conduct audits, or to appoint third-party auditors, to verify Anand Rathi IT's compliance with data processing obligations as stipulated under the contractual agreement and applicable law.

### 8. DATA SHARING AND DISCLOSURE

#### 8.1) INTRA-GROUP DATA SHARING

Personal Data may be shared within *Anand Rathi IT group companies*, strictly for the purpose of fulfilling service delivery obligations and maintaining platform functionality. All such sharing shall occur in accordance with applicable *confidentiality obligations* and under the direction of the Subscriber.

#### 8.2) THIRD-PARTY SERVICE PROVIDERS

The Company may disclose Personal Data to *third-party service providers*, including but not limited to *cloud hosting providers, analytics services, communication and notification platforms*, and other service partners, solely for the purpose of enabling or enhancing the delivery of the subscribed services. Such third parties shall be bound by strict *confidentiality agreements* and *data processing terms* ensuring the protection and security of Personal Data in compliance with applicable laws.

#### 8.3) LEGAL AND REGULATORY DISCLOSURES

Personal Data may be disclosed to law enforcement agencies, regulatory bodies, or other government authorities when required by applicable law, court order, subpoena, or official directive. Such disclosures will be limited to the extent legally necessary and, where permitted by law, the Subscriber will be notified in advance.

#### 8.4) CORPORATE TRANSACTIONS

In the event of any *merger, acquisition, restructuring, reorganization, or sale* of assets involving Anand Rathi IT, Personal Data may be disclosed or transferred as part of the transaction, subject to appropriate confidentiality measures and with *prior notice* provided to the Subscriber where applicable.

#### 8.5) NO SELLING OR MONETIZATION OF DATA

Anand Rathi IT hereby provides explicit assurance that *Personal Data shall not be sold, licensed,*

*rented, or otherwise monetized* under any circumstances. All processing and sharing activities are conducted exclusively to fulfill service obligations and in accordance with this *Privacy Policy* and applicable law.

## 9. THIRD-PARTY SERVICES & INTEGRATIONS

### 9.1) DISCLOSURE OF THIRD-PARTY INTEGRATIONS

The E-HR platform may incorporate *third-party services and integrations* as authorized and enabled by the Subscriber. Such integrations may include, but are not limited to, *cloud hosting providers, communication platforms, analytics tools, and external APIs*. All active integrations, where applicable, will be disclosed to the Subscriber within the scope of service documentation or upon reasonable request.

### 9.2) LIMITATIONS OF LIABILITY FOR THIRD-PARTY DATA HANDLING

While Anand Rathi IT undertakes reasonable efforts to ensure that third-party service providers maintain appropriate data protection standards, the Company shall not be held liable for any *loss, misuse, unauthorized access, disclosure, alteration, or destruction of Personal Data* that occurs as a result of actions or omissions by third-party service providers beyond the Company's reasonable control.

### 9.3) USER AND SUBSCRIBER DUE DILIGENCE

The Company strongly recommends that Users and Subscribers independently review the *privacy policies, data handling practices, and terms of use* of any third-party services integrated with or accessible through the E-HR platform. Such reviews are essential to understanding how Personal Data may be collected, used, or processed by third parties.

## 10. SECURITY MEASURES

### 10.1) MULTI-LAYERED SECURITY FRAMEWORK

Anand Rathi IT implements a *multi-layered security framework* designed to safeguard Personal Data against unauthorized access, loss, misuse, alteration, or destruction.

### 10.2) DATA ENCRYPTION

All Personal Data is protected through *strong encryption protocols*, both *in transit* and *at rest*, utilizing industry-standard cryptographic measures to ensure data confidentiality and integrity.

### 10.3) SECURE CLOUD HOSTING WITH REDUNDANCY

The E-HR platform is hosted on *secure, industry-compliant cloud infrastructure* with built-in *redundancy and disaster recovery capabilities* to ensure high availability, data durability, and business continuity.

### 10.4) ROLE-BASED ACCESS CONTROL (RBAC)

Access to systems and data is strictly governed by *Role-Based Access Control (RBAC)*, ensuring that only authorized personnel with legitimate business needs may access specific categories of data. All access privileges are reviewed and updated periodically.

### 10.5) VULNERABILITY ASSESSMENTS AND PENETRATION TESTING

The Company conducts *regular vulnerability assessments and penetration testing* using qualified security professionals to proactively identify, assess, and remediate potential security weaknesses.



#### 10.6) CONTINUOUS MONITORING

The E-HR platform is subject to *continuous monitoring* for potential unauthorized activity, data breaches, or system anomalies. Real-time alerts and automated detection systems are deployed to enhance security responsiveness.

#### 10.7) INCIDENT REPORTING AND RESPONSE

In the event that a security incident is detected, Anand Rathi IT shall follow a defined *incident response procedure* including containment, investigation, remediation, and timely notification to the Subscriber, as required by contractual obligations and applicable law.

### 11. DATA RETENTION POLICY

#### 11.1) RETENTION BASED ON SUBSCRIBER INSTRUCTIONS AND LEGAL REQUIREMENTS

Anand Rathi IT shall retain Personal Data strictly in accordance with the *instructions provided by the Subscriber*, and in compliance with *applicable HR laws, statutory obligations, and audit requirements*.

#### 11.2) DEFAULT RETENTION PERIOD

Unless otherwise instructed by the Subscriber or mandated by law, the default retention period for Personal Data shall be *seven (7) years* from the date of data collection or last active use, or such other period as required by applicable *local, state, or national laws and regulations*.

#### 11.3) SECURE DELETION OR ANONYMIZATION

Upon the expiry of the applicable retention period, or upon written instruction from the Subscriber (whichever occurs earlier), Anand Rathi IT shall ensure *secure deletion or irretrievable anonymization* of Personal Data, in accordance with *industry best practices* and applicable data protection laws. Documentation of data disposal or anonymization shall be maintained as part of audit records.

### 12. USER RIGHTS

#### 12.1) RIGHT TO ACCESS PERSONAL DATA

Authorized Users shall have the right to access their Personal Data processed on the E-HR platform. Such access may be facilitated *through their Employer (the Data Controller)* or directly by Anand Rathi IT, where permitted by the Subscriber's policies and applicable laws.

#### 12.2) RIGHT TO REQUEST CORRECTION

Authorized Users shall have the right to request correction or rectification of any *inaccurate, incomplete, or outdated Personal Data* held within the platform. Requests for correction may be submitted through the Employer or, where applicable, directly to the Company in accordance with established procedures.

#### 12.3) RIGHT TO OBJECT TO NON-ESSENTIAL PROCESSING

Authorized Users shall have the right to object to the processing of their Personal Data for purposes not deemed *essential for service delivery or legally required*. Such objections shall be evaluated in consultation with the Subscriber, and appropriate action shall be taken in compliance with applicable laws.

#### 12.4) RIGHT TO DATA DELETION

Authorized Users may request the deletion of their Personal Data, subject to *the Subscriber's approval, internal company policies, and applicable legal retention obligations*. Anand Rathi IT

shall act on deletion requests only upon receipt of clear instructions from the Subscriber or as required by law.

## 13. SUBSCRIBER RIGHTS

### 13.1) RIGHT TO REQUEST DATA EXPORT

The Subscriber shall have the right to request an export of all company-related data in a *structured, commonly used, and machine-readable format*, subject to reasonable prior notice and in accordance with the terms of the contractual agreement.

### 13.2) RIGHT TO REQUEST DATA DELETION POST-CONTRACT TERMINATION

Upon termination or expiration of the contractual relationship, the Subscriber shall have the right to request the *permanent deletion or anonymization of all company data* retained by Anand Rathi IT, subject to applicable legal, regulatory, and audit retention requirements. The Company shall comply with such requests within a reasonable timeframe and provide written confirmation of the data deletion process upon completion.

### 13.3) RIGHT TO AUDIT AND REQUEST REPORTS

The Subscriber reserves the right to conduct audits or to request detailed reports regarding *data access logs, security practices, system vulnerability assessments, and compliance with data protection obligations*. Such audits or reports shall be conducted in accordance with mutually agreed procedures and within the scope of the contractual agreement.

## 14. AUDIT LOGGING & RECORD KEEPING

### 14.1) MAINTENANCE OF LOGS

Anand Rathi IT shall maintain *comprehensive audit logs* recording all *administrative-level actions, data modifications, system configuration changes, and other critical activities* performed within the E-HR platform. Such logs are retained in accordance with established retention policies and security protocols.

### 14.2) ACCESS TO LOGS BY SUBSCRIBER

Upon reasonable request, the Subscriber's designated administrators shall have the right to access or obtain *audit logs and activity records* pertaining to their organizational data, subject to appropriate security verification and confidentiality safeguards.

## 15. DATA BREACH NOTIFICATION PROTOCOL

### 15.1) NOTIFICATION TIMELINE

In the event of a confirmed Personal Data breach impacting the Subscriber's data, Anand Rathi IT commits to notifying the affected Subscriber *without undue delay and, in any event, within seventy-two (72) hours* of confirmation of the breach, unless a longer period is mandated by law or regulatory authority.

### 15.2) INCIDENT MANAGEMENT PROCESS

The notification provided to the Subscriber shall include details regarding the *nature and scope of the breach, categories and volume of data affected (where known), containment measures taken, ongoing investigation status, and mitigation efforts being implemented*.

### 15.3) FOLLOW-UP AND REMEDIATION

Anand Rathi IT shall further provide updates on *remediation actions*, measures to prevent

recurrence, and guidance for the Subscriber on any necessary steps to protect data subjects. The Company shall cooperate with the Subscriber in meeting any additional legal or regulatory reporting obligations arising from the breach.

## 16. GEOLOCATION TRACKING

### 16.1) COLLECTION OF REAL-TIME LOCATION DATA

Where the E-HR platform includes *geolocation tracking functionalities*, real-time location data may be collected exclusively for the purpose of *attendance marking, location-based verification, and related HR management activities*, as authorized by the Subscriber.

### 16.2) DEVICE-LEVEL OPT-IN PERMISSIONS

Collection of geolocation data shall occur only after *explicit opt-in consent* is granted by the Authorized User at the device level. The E-HR platform shall clearly communicate the purpose of location tracking and provide options for the User to manage location permissions in accordance with device settings and applicable privacy standards.

## 17. MARKETING COMMUNICATIONS

### 17.1) NO DIRECT MARKETING WITHOUT CONSENT

Anand Rathi IT shall not engage in *direct marketing communications* to Authorized Users without obtaining *prior, explicit opt-in consent* in accordance with applicable data protection and marketing laws.

### 17.2) PRODUCT UPDATES AND ANNOUNCEMENTS

The Company reserves the right to send *product updates, feature announcements, service notifications, and platform enhancements* to designated *Subscriber contacts* for informational purposes relevant to the continued use of the E-HR platform. Such communications shall not constitute marketing unless expressly stated and consented to by the Subscriber.

## 18. LIMITATION OF LIABILITY

### 18.1) SUBSCRIBER RESPONSIBILITY FOR SECURITY MEASURES

Anand Rathi IT shall not be held liable for any *loss, unauthorized disclosure, or misuse of Personal Data* arising from the *Subscriber's failure to implement, maintain, or enforce adequate security measures* on their internal systems, devices, or user accounts.

### 18.2) SCOPE OF LIABILITY EXCLUSION

This limitation of liability includes, but is not limited to, *incidents resulting from compromised Subscriber credentials, inadequate access controls, failure to revoke access for former employees, unpatched software vulnerabilities on Subscriber systems, or any other negligent act or omission on the part of the Subscriber.*

## 19. POLICY CHANGES

### 19.1) RIGHT TO MODIFY THE PRIVACY POLICY

Anand Rathi IT reserves the right to *modify, update, or amend* this Privacy Policy at any time to reflect changes in *legal requirements, business operations, technological advancements, or service enhancements.*

#### 19.2) NOTIFICATION OF SIGNIFICANT CHANGES

In the event of *material changes* to this Privacy Policy that may affect Subscriber or User rights, Anand Rathi IT shall provide prior notice through *email notifications, in-app banners, or other appropriate communication channels*, allowing reasonable time for review before the changes take effect.

#### 19.3) EFFECTIVE DATE AND VERSION HISTORY

The most current version of this Privacy Policy shall be published with a clear *effective date* and, where applicable, a version history outlining key revisions. Continued use of the E-HR platform after the effective date shall constitute acceptance of the updated terms.

### 20. GOVERNING LAW AND JURISDICTION

#### 20.1) APPLICABLE LAW

This Privacy Policy shall be governed by, interpreted, and enforced in accordance with the *laws of the Republic of India*, without regard to its conflict of law principles.

#### 20.2) JURISDICTION

Any disputes arising out of or in connection with this Privacy Policy shall be subject to the *exclusive jurisdiction of the competent courts of Mumbai, Maharashtra, India*.

### 23. SEVERABILITY

#### 23.1) INDEPENDENT VALIDITY OF PROVISIONS

If any provision of this Privacy Policy is determined to be *invalid, unlawful, or unenforceable* by a court or authority of competent jurisdiction, such provision shall be deemed severed from the remainder of the Policy, and the remaining provisions shall continue in full force and effect.

#### 23.2) PRESERVATION OF INTENT

Wherever possible, any invalid, unlawful, or unenforceable provision shall be *interpreted and modified* to the extent necessary to make it valid, lawful, and enforceable, while preserving the original intent and purpose of the provision.

### 24. ENTIRE AGREEMENT

#### 24.1) SUPERSESION OF PRIOR UNDERSTANDINGS

This Privacy Policy, in conjunction with any applicable *Master Service Agreements, Data Processing Addendums, or Service-Level Agreements* entered into between Anand Rathi IT and the Subscriber, constitutes the *entire agreement* between the parties with respect to the subject matter herein. It *supersedes all prior communications, representations, discussions, and agreements*, whether oral or written, relating to data privacy and protection.

#### 24.2) NO WAIVER OR MODIFICATION WITHOUT WRITTEN CONSENT

No amendment, waiver, or modification of any provision of this Privacy Policy shall be valid unless made in writing and agreed upon by both parties or otherwise formally communicated by Anand Rathi IT in accordance with Section 19 (Policy Changes).

## 21. CONTACT INFORMATION

### 21.1) DATA PROTECTION QUERIES

For any queries, concerns, or requests regarding this Privacy Policy or the handling of Personal Data, Subscribers and Authorized Users may contact Data Protection Officer (DPO), Anand Rathi IT and send their data protection concerns or grievances to [techar@rathi.com](mailto:techar@rathi.com).