

## TERMS OF SERVICE

- UrbaneSpot (Social Hotspot) is a Hotspot Management Service offered by URBANELINKS PVT. LTD., having its Registered Office at 41/127 'Ka, Narahi, Lucknow - 226001, CIN:
- This Wi-Fi Internet at this Hotspot is being made available free of any charges by this Location/Establishment's Management using UrbaneSpot's Hotspot Management Service.
- All services offered under this joint initiative shall be referred to as being offered by "UrbaneSpot (Social Hotspot)" or simply by "UrbaneSpot" and who are described as "we" or "us" below.
- The Terms and Conditions stated herein below form an integral part subscriber acceptance for availing the UrbaneSpot service at any Urbanespot managed locations. If you do not agree, please do not use the Wi-Fi. If you have any questions or experience any service difficulties, please approach a member of staff at this Establishment.
- The use of this Wi-Fi is subject to this acceptable use policy. Any personal information you supply to us will be used in the manner set out in our Privacy Policy below.
- The subscriber registration must be done with complete mobile number. In case of any change, the same should be updated by the Subscriber. Please be aware, we use a variety of technical means to enable user authentication which may include cookies. We will also use information from your usage of the Wi-Fi for service monitoring and improvement purposes.
- The service is being provided subject to all the applicable Indian laws, rules and regulations. These Terms of service shall override all standard terms and conditions. UrbaneSpot shall provide service to the Subscriber, in accordance with the Terms and conditions then in force and as amended from time to time.
- Act lawfully – do not act in any way that could be unlawful or encourage others to act unlawfully. In particular, do not infringe intellectual property rights, do not reveal confidential or sensitive information and do not engage in any criminal offence or encourage others to do so.
- Act responsibly – you must not undertake actions that are harassing, defamatory, threatening, obscene, abusive, racist, sexist, offensive or otherwise objectionable or inappropriate. Do not pretend to be anyone other than yourself. Do not collect email addresses or other personal details or use the Wi-Fi to send spam.
- Act reasonably – do not use Wi-Fi access in any way that may affect the running of the Wi-Fi or network or other technology connected to it (for example, other Wi-Fi users' devices). In particular, do not upload or download very large files and make sure your device is protected by up-to-date anti-virus software.
- The Subscriber also acknowledges and accepts that in the very nature of the services to be provided, there can be a number of factors affecting the services provisioned, and the obligation of UrbaneSpot shall be limited to provide the services, on best endeavor basis.
- UrbaneSpot shall not be liable to the subscriber for any loss, expense or damage of an kind arising due to the performance of UrbaneSpot obligations under this contract or arising from disruption, interruption, suspension or malfunction of the service for whatsoever reason.

- UrbaneSpot will be responsible only for carrying data packets and is not responsible for its nature or content. The Subscriber guarantees that the service will be used for genuine purpose only and will not be used for any immoral or unlawful or social unacceptable purposes as stipulated from time to time by Government of India.
- The subscriber hereby undertakes to fully defend, indemnify and hold UrbaneSpot, its employees, directors, officers agents, partners, affiliates, and their successors and assignees from and against any and all liabilities, damages, losses costs and expenses, including attorney's fees, caused by or arising out or claims based upon his/her use of UrbaneSpot Services, including any claim of libel, defamation, violation of rights or privacy , loss or service, loss of profit, loss of opportunity, loss of business, loss of revenue, wasted costs, indirect , incidental, special or consequential loss arising out of or in any way connected with the use of UrbaneSpot services and any other indirect or consequential loss howsoever arising.
- UrbaneSpot may be required to disclose any information or particulars about the Subscriber to any authority, statutory or otherwise, including but not limited to any debt collecting agency, security, law enforcement agency, financial institution or bank and UrbaneSpot reserves the right to comply with, at its discretion.
- The subscriber acknowledges that the service is provided on “as is and available” basis. UrbaneSpot, its employees, agents suppliers vendors and distributors make no warranty or any kind, either expressed or implied unless explicitly granted to the Subscriber by way of service level agreements regarding the quality accuracy or validity of the data and/or information available on its systems or residing on or passing through its interconnecting networks or that the service will be uninterrupted or error free. UrbaneSpot expressly excludes any implied warranty of merchantability or fitness and any service guarantees granted to the Subscriber shall be limited for the cause and period of such agreement.

### PRIVACY POLICY

UrbaneSpot manages multiple Hotspots in India. We are committed to safeguarding your privacy. Please read our Privacy Policy to understand how information about you will be treated and how you can tell us your preferences. If you have any questions, please email us at [service@urbanespot.com](mailto:service@urbanespot.com).

**DATA WE COLLECT:** “Personal data” is information about you from which we can identify you (either on its own, or by piecing it together with other information). The types of personal data we collect about you may include:

- Title, first name, middle name, last name, postcode, email address, telephone number, mobile number and date of birth.
- Information about your use of our Location/Business.

- Information about your use of our Wi-Fi hotspot management service; “UrbaneSpot”. Some of this information may also be automatically collected, such as your Internet Protocol (IP) address, unique device identifier, browser type, browser language and access times. We may also automatically collect your location information (if you have consented to this on your device).
- Information about your preferences, including brands you like and ads you like, dislike, click on or share with others.
- Demographic information.
- Other information which you give us when dealing with us or interacting with us in any way, including via third parties.

Personal data does not include aggregate data where you cannot be identified (e.g. statistics about usage in general or in categories).

**COLLECTION METHOD:** We may collect personal data when you deal with us or interact with us, which could be via any one of the following methods:

- When you use UrbaneSpot.
- When you interact with us directly (e.g. telephoning, writing or emailing us, participating in promotions and competitions);
- When you interact with us via third parties (e.g. via social media platforms)

**USAGE OF THIS DATA:** In all circumstances the personal data we hold about you will be adequate, relevant and not excessive. We will use your personal data in line with your legal rights under the Information Technology Act, 2000 (ITA). We use your Data to:

- Provide you with information, products, services or experiences that you request from us.
- Provide reservation or booking services.
- Link or combine with other information we get from third parties to help understand your needs and provide you with better service.
- Inform you of products, services, experiences or promotions which we feel may be of interest to you where you have indicated that you wish to be contacted for such purposes by post, email, SMS, telephone, through UrbaneSpot or social media platforms, or other means of electronic communication (and where you have indicated that you are happy to be contacted).
- Ensure that content from UrbaneSpot is presented in the most effective manner for you and for your device.
- Interact with you on social media platforms.
- Request feedback from you.
- Respond to your emails, submissions, questions, comments, requests, complaints and provide customer service.
- Send you security alerts and support and administrative messages to facilitate your use of, and our administration and operation of, UrbaneSpot, including to notify you about important changes, to detect fraud.

The Internet is global, so your personal data may be transferred in transit outside of the Location Country. It may be necessary to transfer your personal data to other companies within our partner companies located in countries outside of this Location's Country some of which may not have similar protections in place regarding your personal data and its use as set out in this policy. However, we have taken the steps outlined below to try and protect the security of your personal data.

**KEEPING YOUR PERSONAL DATA SAFE:** Your personal data is held on a secure database. We have policies, rules and technical measures in place to protect the personal data that we have under our control from unauthorized access, improper use or disclosure, unauthorized modification, unlawful destruction or accidental loss.

All of our employees and data processors that have access to, and are associated with, the processing of your personal data are obliged to respect the confidentiality of your personal data.

We ensure that your personal data will not automatically be disclosed by us to government institutions or authorities. However, if required by law, or when we receive a request from regulatory bodies or law enforcement organizations, we may disclose your information. Please be aware that communications over the Internet are not secure unless they have been encrypted. We cannot accept responsibility for any unauthorized access or loss of personal data that is beyond our control.

**HOW WE DISCLOSE YOUR PERSONAL DATA:** We may disclose your personal data to our staff, our affiliates, our partner companies and their staff, purchasers or potential purchasers of our business or any part of this Establishment's affiliations, Government bodies and law enforcement agencies and in response to legal or regulatory requests and auditors or other advisers auditing, assisting with or advising on any aspect of our business.

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Other than ensuring that we have complied with our own obligations under the Information Technology Act, 2000 (ITA), we are not responsible for the actions of suppliers and service providers or other third parties in the use they may make of your personal data.

**YOUR OWN SHARING OF YOUR PERSONAL DATA:** When you post in any profile, comments, forums and other interactive features of UrbaneSpot, or share personal data with individuals through the Sites or social media platforms, this personal data will be available to other users and in some cases may be publicly available outside of UrbaneSpot (e.g. on social media platforms).

**OUR ACCESS TO YOUR PERSONAL DATA THROUGH SOCIAL MEDIA PLATFORMS:** If you interact with us on social media platforms, (for example, if you ‘Like’ our Facebook Page or post on our Facebook timeline, or if you follow us or mention us in a tweet on Twitter) we can interact with you via these platforms.

The personal data we have access to through social media platforms will depend on your personal settings on these platforms. We will have access to all public information on these platforms. We may also be able to access personal data that others share about you (because they control how that is shared, not you).

We may collect any data that is accessible to us or that you provide through social media platforms, including but not limited to your Facebook and/or Twitter profile picture, gender, and usernames. We will interact with you through social media platforms in accordance with each platform’s rules but we are not responsible for how the platform owners collect and handle your data. We are not responsible for what third parties post on our social media accounts.

**URBANESPOT USAGE:** If you use UrbaneSpot, we will collect personal data from you, in accordance with this privacy policy. If you delete Urbanespot session data from your browser history, we may still store your personal data.

**COOKIES:** A cookie may be used in the processing of your personal data. A cookie is a text file placed into the memory of your computer by our computers. A copy of this text file is sent by your computer whenever it communicates with UrbaneSpot. We use cookies to identify you. We may also collect the following information during your use of UrbaneSpot:

- The fully qualified domain name from which you accessed our Sites, or alternatively, your IP address.
- The date and time you accessed each page on UrbaneSpot.
- The URL of any webpage details from which you accessed UrbaneSpot (the referrer).
- The web browser that you are using and the pages you accessed.

**YOUR LEGAL RIGHTS WITH RESPECT TO YOUR PERSONAL DATA:** You can write to us at any time to obtain a copy of your personal data and to have any inaccuracies corrected. Where appropriate, you may have your personal data erased, rectified, amended or completed. Please email at [service@urbanespot.com](mailto:service@urbanespot.com).

When writing to us to obtain a copy of your personal data, please quote your name and address and provide brief details of the personal data of which you would like a copy of, or which you would like to be corrected, because this will help us locate your personal data. We will require proof of your identity before providing you with details of any of your personal data we may hold. We may charge a nominal amount to cover the administration costs involved in providing you with a copy of your personal data.

## URBANESPOT | SOCIAL HOTSPOT

A HOTSPOT MANAGEMENT SERVICE



**TO OPT OUT:** If you would like us to stop contacting you with information about our products, services, experiences, or promotions please send an email at [service@urbanespot.com](mailto:service@urbanespot.com).

**THIRD PARTIES AND THE PRIVACY OF YOUR PERSONAL DATA:** You may be able to access third party websites and apps from UrbaneSpot. We are not responsible for the privacy policies and practices of other websites and apps. We recommend that you check the policy of each website and app and contact the operator of the website or publisher of the app if you have concerns or questions.

TEAM, URBANESPOT.

