

PRIVACY POLICY

Your privacy is very important to us. Please read this privacy policy to learn more about the ways in which we collect, use and protect your information that personally identifies You as well as non-personal information. JCB India Limited ("JCB", "We" "Us" "Our" or the "Company") is committed to protecting the privacy of individuals who visit our website having URL [<https://smartserve.jcb.com>] ("JCB Website") and our mobile application under the name and style "JCB Smart Serve" ("Mobile Application") to use the JCB Online Services (as defined below) (such individuals "Users" "Your" or "You").

I. Scope of Application

This Privacy Policy applies to collection, retention, use and processing of Data (as defined below) provided by You to Us and through the JCB Website and the Mobile Application. It describes JCB's privacy practices in relation to the use of the Mobile Application and the JCB Website and any other related applications, tool, and includes any other feature or content or services offered from time to time (collectively, the "JCB Online Services"), as well as Your choices regarding use, access and collection of personal information.

By using the JCB Online Services and/or registering for an account with Us, You are accepting the terms of this Privacy Policy and our Terms and Conditions (available at

<https://smartserve.jcb.com/JCBIndia/Privacy%20Policy.pdf>,

<https://smartserve.jcb.com/JCBIndia/T&C.pdf>)

and You are accepting and consenting to our collection, storage, use, disclosure, including the sharing of Data (as defined below), and any other uses of Your information as described in this Privacy Policy. If You do not agree to this Privacy Policy, do not use the JCB Online Services or give us any of Your information. We take privacy very seriously and we shall protect Your personal information as described in this Privacy Policy and as required by applicable law.

2. What Data we may collect and how

(a) *Through Mobile Application*

JCB may obtain information through the Mobile Application that Users download to, and run on, their mobile devices ("Devices"). Mobile Applications provided by JCB may obtain information from, or access data stored on, Users' Devices to provide services related to the relevant Mobile Application. For example, a Mobile Application may access a camera on a User's Device to enable the User to upload photographs in relation to the services; access the call history on a User's Device to enable the User to upload that information in relation to the services; access the contact list of the User for emergency contact; access the geographic/current location of a User's Device using GPS or similar technologies – so that JCB may provide content that is more suitable to Your location; or access contact information on a User's Device to enable the User to sync contact information between the information that is stored on the User's Device and the information that is submitted to the services. Information obtained to provide Mobile Application services may include information obtained in preparation for anticipated updates to those services. Mobile Applications may transmit information to and from Devices to provide the Mobile Application services.

Mobile Applications may provide JCB with information related to Users' use of the Mobile Application services, information regarding Users' Devices, and information regarding Users' interaction with Mobile Applications, which JCB may use to provide and improve the Mobile Application. For example, all actions taken in a Mobile Application may be logged, along with associated information (such as the time of day when each action was taken). JCB may also

share anonymous data about these actions with third party providers of analytics services. In addition, if a User downloads the Mobile Application after clicking on a third-party mobile advertisement for the Mobile Application or for JCBI, the third-party advertiser may provide JCBI with certain information, such as the User's Device identification information, which JCBI may use to track the performance of its advertising campaigns.

Users may configure the Mobile Application, and the information accessed or obtained by the Mobile Application on a User's Device. Information accessed or obtained by the Mobile Application on a User's Device may be accessible to the User and its organization, depending on the intended functionality of the Mobile Application. JCBI may provide updated versions of its Mobile Applications, from time to time, at its sole discretion. If your Device's settings permit, those updates will be downloaded and installed automatically on your Device. By installing the Mobile Application on your Device, You accept and consent to the automatic downloading and updating of that Mobile Application.

In addition to Mobile Applications offered by JCBI, the Company may permit authorised third parties/service providers (as engaged by JCBI) to access data stored on, Users' Devices to provide services associated with such authorised third-party mobile applications that Users download, install, use, or otherwise interact with over the Mobile Application or the JCB Website. The Mobile Applications may also contain links or integrations to other mobile applications provided by such authorised third parties. Third parties' use of information collected through third-party mobile applications is governed by the privacy statements of such third parties. Notices and contractual terms related to a particular third party mobile application may be found in the relevant terms of service for such third party mobile application. The Company encourages You to review the relevant terms of service and privacy statements/notices of third-party providers of the Mobile Applications to understand their information practices.

JCBI is not responsible for any form of transmission, whatsoever, received by You from any third party website or mobile application. Accordingly, JCBI does not make any representations concerning the privacy practices or policies of such third parties or terms of use of such third party websites or mobile applications, nor does JCBI control or guarantee the accuracy, integrity, authenticity or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages or other materials available on such third party websites or mobile applications.

The Mobile Application's access to information through a User's Device does not cause that information to be "User Data".

(b) ***Information collected through the JCB Website, Third Party Service Providers and Mobile Application***

In general, You can browse the JCB Website and use the Mobile Application without telling us who You are or revealing any personal information about Yourself. However, when expressing an interest in registering yourself as a "Supplier" and/or obtaining additional information and services or registering to use the Mobile Application or the JCB Website, JCBI requires You to provide personal contact information, including but not limited to Your name, company name, address, phone number, pan card, bank account details (account number/IFSC Code), email address, etc. ("**Required Contact Information**"). JCBI may also ask you to provide additional information, such as company annual revenues, company profile, number of employees, or industry, etc. ("**Optional Information**"). Required Contact Information, Optional Information, and any other information You submit to JCBI to or through the JCBI Online Services (including User Data) are referred to collectively as "**Data**". Your posting of any Data is strictly up to You. As stated above, while You can visit the JCB Website and Mobile Application without disclosing any personal information, however, to register, there are web pages that require such information to complete certain functions, thus these web pages may

not be available to You if You decide not to reveal the information requested.

Through our "import contacts" feature option, we may also collect information such as the name, company name, address, phone number or email address of contacts that You choose to share with us. When You provide us with personal information about Your contacts, we will only use this information for the specific reason for which it is provided, such as to add new records to Your JCBI's account.

The JCBI Website or third party websites that the JCBI redirects Users to, may use a technology known as web beacons that allow the JCB Website or the third party website to collect web log information. Web log/webserver automatically recognises some information, such as the date and time You visited the JCB Website, the pages You visited, the website You came from (to the extent You have given Your consent), the type of browser You are using (e.g., Internet Explorer), the type of operating system You are using (e.g., Windows 10), and the domain name and address of Your internet service provider.

To enable our systems to recognise Your browser or device and to provide and improve the JCBI Online Services, we use cookies. Cookies are small identifiers that is sent from a web server to web browser and then stored on Your computer's hard drive or that of Your device to identify You and to understand how You arrived at the JCB Website/Mobile Application.

3. How we use information collected

The Company uses Data about Users to perform/facilitate the JCBI Online Services. For example, if You fill out a "Supplier Registration" form, the Company will use the information provided to contact You about your interest in the JCBI Online Services.

The Mobile Application may use location services of the Device of the User to allocate or assign or give information related to the nearest dealer, machine, etc. The Mobile Application may also use location services alone or in combination with the Data to achieve such objective.

We use Your personal information and other information We obtain from Your current and past activities on the JCB Website and the Mobile Application to resolve disputes; troubleshoot problems; measure consumer interest in the JCBI Online Services provided by us, inform You about online and offline offers, products, services, and updates; customise your experience; detect and protect us against error, fraud and other criminal activity; enforce our Terms and Conditions; and as otherwise described to You at the time of collection. We may review Your personal information for errors, omissions and for accuracy.

You agree that we may use personal information about You to improve our marketing and promotional efforts, to analyse the usage of the JCB Website and the Mobile Application, to improve the content and product offerings, and customise the content on the JCB Website and Mobile Application, layout, and services. These uses improve the JCB Website and Mobile Application and better tailor it to meet Your needs, so as to provide You with a smooth, efficient, safe and customised experience while using the same.

You agree that we may use Your personal information to contact You and deliver information to You that, in some cases, are targeted to Your interests, such as targeted banner advertisements, administrative notices, product offerings, and communications relevant to Your use of the JCB Website and Mobile Application. By accepting the Terms and Conditions and Privacy Policy, You expressly agree to receive this information.

4. With who we share information collected

The following are categories of persons with whom we may share your information with from time-to-time. By using the JCB Website and the Mobile Application You consent to sharing such information with these third parties:

- (a) **Contracted service providers** - We do not share Your personal information with third parties, unless we need to share Your personal information to provide JCBI Online Services You have requested for. JCBI may share Data about Users with contracted service providers so that these service providers can provide services on Our behalf. Recording feature in the Mobile Application may be used for taking brief user feedback, with user permission, after job repair work has been executed. These service providers are authorised by us to use Your personal information only as necessary to provide the requested JCBI Online Services. Without limiting the foregoing, JCBI may also share Data about JCBI's Users with the Company's service providers to ensure the quality of information provided, and with third-party social networking and media, such as Facebook, for marketing and advertising, etc. Unless described in this Privacy Policy, JCBI does not share, sell, rent, or trade any information with third parties for their promotional purposes. While we have authorised our service providers to use Your personal information only as necessary to provide the requested services to us, they may use the Data in accordance with their own policies, terms and conditions and we are not in any manner responsible or liable to the User in case of any breaches by such third-party service providers. Notwithstanding the above, if: (i) disclosure is required by law, rule or regulation or is in response to a valid order of a court or regulatory/statutory authority or other legal process; and/or (ii) when we find your action on the JCB Website violates the Terms and Condition or any of your usage guidelines for JCBI Online Services.

We have set out below the name and contact details of the third party service providers who may collect and/or retain Your Data in relation to JCBI Online Services:

1) **ValueFirst Digital Media Private Limited**

Contact address: G – 270, G – Block, Phase – VI, Near Rudra Public School, Aya Nagar, New Delhi – 110047

Corporate office: B – 18, Infocity – I, Sector – 34, Gurugram, Haryana - 122001

- (b) **JCBI Affiliates** - The Company may share Data about Users with other affiliates, holding company, subsidiaries, joint venture of the JCBI corporate, in order for us to work with them. For example, JCBI may need to share Data about JCBI's User's with other companies within the JCBI corporate family for user support, marketing, technical operations and account management purposes. Our parent, affiliates, subsidiaries, and joint ventures follow privacy practices no less protective of all Users than our practices described in this document, in compliance with applicable law.
- (c) **Business Partners(c)** From time to time, JCBI may partner with other companies to jointly offer products, services, or programs (or downloadable content) such as our AppExchange partners. If You purchase, specifically express interest in, or register for a jointly-offered product, service, or program from or through JCBI, JCBI may share Data about Users collected in connection with your purchase or expression of interest with our partner(s). JCBI does not control our business partners' use of the Data about the Users that we collect, and their use of the information will be in accordance with their own privacy policies. If You do not wish for your information to be shared in this manner, You may opt not to purchase or specifically express interest in a jointly offered product or services.
- (d) **Compelled Disclosure** - JCBI reserves the right to use or disclose information provided, if required by law or if JCBI reasonably believes that use or disclosure is necessary to protect its rights and/or to comply with a judicial proceeding, court order, or legal process.

- (e) **Business Buyer** - To the extent permitted by law, we may also provide Your Data to a third party in connection with the sale, assignment, or other transfer of the business of the JCB Website to which the information relates, in which case we will require any such buyer to agree to treat Your Data in accordance with this Privacy Policy.
- (f) **International transfer of information collected** - JCBI primarily stores Data about Users in India. To facilitate JCBI's global operations, JCBI may transfer to and access such information from around the world, including to/from other countries in which JCBI or its parent, affiliates, subsidiaries and joint ventures have operations. This Privacy Policy shall apply even if JCBI transfers Data about Users to other countries and the Users hereby consent to such transfer. Our parent, affiliates, subsidiaries, and joint ventures follow privacy practices no less protective of all Users than our practices described in this document, in compliance with applicable law.
- (g) **Protection of JCBI and others** - We release account and other personal information when we believe release is appropriate to comply with applicable law; enforce or apply our Terms and Conditions and other agreements; or protect the rights, property or safety of JCBI, our Users or others. This includes exchanging information with other companies, organisations, government or regulatory authorities for fraud protection and credit risk reduction. However, this does not include selling, renting, sharing or otherwise disclosing personally identifiable information from users for commercial purposes in a way that is contrary to the commitments made in this Privacy Policy.
- (h) **With your consent** - Other than as set out above, You will receive notice when information about You might go to third parties (other than as mentioned above) and You will have an opportunity to choose not to share the information.

5. **Verification and monitoring of Data**

To the extent permitted by law, we will verify the details You have provided. Such verification could be done through third party service providers, who shall be bound the obligation of confidentiality and data protection. We further reserve the right to monitor, intercept, access and erase all information, material, data and communication.

6. **Correcting and updating your information**

JCBI may retain Your information for a period of time consistent with the original purpose of collection. For instance, we may retain your information during the time in which You have an account to use our Mobile Application or till the time You are a registered user on the JCB Website and for a reasonable period of time thereafter. We may also retain your information during the period of time needed for JCBI to pursue our legitimate business interests, conduct audits, comply with Our legal obligations, resolve disputes and enforce Our agreements.

You may request to review, correct, delete or otherwise modify any of the personal information that You have previously provided to Us through the Mobile Application or the JCB Website (directly or indirectly through third party service providers). If You have registered for an account with JCBI, You may generally update your user settings, profile, organization's settings or registration by logging into the Mobile Application/the JCB Website with

Your username and password and editing your settings or profile. To update and/or discontinue Your account, and/or request return or deletion of Your Data associated with Your account, please contact the grievance officer for the applicable service. Requests to access, change, or delete Your information will be addressed within a reasonable timeframe.

7. **Security**

JCBI uses (by itself and through third party service providers) robust security measures to protect Data about Users. All Data is stored in a secure server and is protected against unauthorised access. To prevent unauthorised access, maintain data accuracy, and ensure correct use of information, we employ and ensure that our third party service providers also employ reasonable security practices and procedures and current internet security methods and technologies in compliance with the Information Technology Act, 2000 and rules made thereunder and other applicable laws.

8. Your Choices and Discretion and opt out

You agree and acknowledge that You are providing Your information out of Your free will. You have an option not to provide or permit JCBI (directly or through its third party service providers) to collect Your personal information or later on withdraw Your consent with respect to such personal information so provided herein by sending an email to the grievance officer or such other electronic address of JCBI as may be notified to You. In such case, You should neither visit the JCB Website nor use our Mobile Application or use/avail any JCBI Online Services. Further, JCBI may deny you access from using certain services offered on the JCB Website or Mobile Application. However, these rights may be limited, for example, if fulfilling your request would reveal personal data of another person, or if You ask us to delete information which we are required by law or have compelling legitimate interests to keep. If you have unresolved concerns, please write to the grievance officer.

You can add or update Your personal information on regular basis. Kindly note that JCBI would retain Your previous personal information in its records.

9. Your consent and changes to this Privacy Policy

By using the JCB Website and the Mobile Application and/or by providing your information to JCBI and/or third party service providers, You consent to the collection and use of the information You disclose on the JCB Website and/or Mobile Application in accordance with this Privacy Policy, including but not limited to Your consent for sharing Your information as per this Privacy Policy.

JCBI reserves the right to change this Privacy Policy without notice. The revised Privacy Policy is effective immediately when posted on the JCB Website. Hence it is the responsibility of each User, Visitor to review the JCB Website and the Privacy Policy periodically.

10. Grievance Officer

In accordance with Information Technology Act 2000 and, the rules made there under, the name and contact details of the Grievance Officer are provided below:

Name: **Mr. Animesh Pandey**

Address: - 23/7, Mathura Road, Ballabgarh - 121004

Contact Details: 0129-4299525

Email ID: animesh.pandey@jcb.com

Available between: [Monday to Saturday] [9:00 am IST – 6:00 pm IST]

If You find any discrepancies or have any grievances in relation to the collection, storage, use, disclosure and transfer of your information collected under the Privacy Policy, please contact the grievance officer.