

Privacy Policy

SAMISH TECHNOTRONICS PRIVATE LIMITED and its Websites, its Mobile/Tablet Applications, etc. (collectively “MyInstaCharge”, “We” and “Us”) is committed to the privacy of its customers and users. This Privacy Policy applies to visitors of this website and to Users of all the services (collectively the “Services”) offered by MyInstaCharge, its subsidiaries and affiliates, via myInstaCharge.in (“Site”) or the necessary software or mobile applications (“Software”) used in connection with the Services to Users (“User” or “you”) of the Services. This Privacy Policy is incorporated into, and is subject to the Terms (including any definitions in the Terms). As such, it may be revised from time to time. At any time, the then-current version of the Terms can be found on the Site here. By using the Site and the Services or by transmitting information to us by email or other electronic means, you agree to this Privacy Policy.

WE RESPECT YOUR PRIVACY

We respect your privacy and integrity and strive to take reasonable care when we collect, store, use and protect your personal information according to the Terms and this Privacy Policy.

PERSONAL INFORMATION COLLECTION

In order for us MyInstaCharge to provide you the Services and keep improving your experience, MyInstaCharge collects different kinds of information through the Site and the Software, and uses this information in different ways. Non-Personally Identifiable Information. When you visit the Site we collect certain demographic information (such as your IP address, type of Internet browser and operating system you use, pages viewed, the URL that you visited before you came to the Site, and the URL to which you next go) in order to understand how Users navigate through the Site and to improve your experience using the Site. Personally, Identifiable Information. If you sign up for the Services, use the Services, or send email or other communication to MyInstaCharge, we may retain those communications in order to process your inquiries, respond to your requests and improve the Site and Services. Portion of the Services require you to register for the Services. In registering for the Services or downloading any Software, we need to get some information from you (like name, e-mail address, telephone number, plug-in vehicle driven, and other information that may be requested on the registration form). When using the Service, you may be asked for additional information to help identify you. All of this information used to specifically identify you is called “User Information” in this privacy policy. We only collect User Information that you provide to us or have given us permission to collect. When you use the Services or the Software additional personal information may automatically or voluntarily be collected from you. Such personal information may include information on your computer or mobile device being used and charging activities such as location information (GPS-data) and other information, e.g. time, duration spent at a charging station, etc. We use this information to help us understand usage patterns and improve your experience using our Services and improve our Services. We use the User Information in order to provide the Services to the customer and Users and to otherwise communicate with you as a customer or User regarding the Services. Please keep in

mind that we reserve the right to send you certain communications relating to your use of the Services, such as service announcements, notices about new features or information on the Services, administrative messages and communications regarding your account, without offering you the opportunity to opt out of receiving them. We also may use the User Information to provide advertisements from MyInstaCharge or its partners to you, but you will have the opportunity to opt-out of these communications. From time to time, you may receive offers through MyInstaCharge from other businesses. These offers may require you to provide information to them if you choose to accept their offers. You should remember that these offers are made by the businesses themselves and not by MyInstaCharge. You should always be sure to read the terms of service and privacy policies of these businesses before providing any information to them so that you can understand their intended uses for your information. MyInstaCharge may receive information from these regarding your response to their offers so that MyInstaCharge may better tailor your user experience.

From time to time, we may also collect information via online surveys or polls. Participation in these surveys or polls is entirely voluntary and you may easily decline to participate. Aggregated Information. MyInstaCharge may also analyze and compile information on patterns of usage of the Services. This information is collected in aggregate form, without identifying any User individually. We may use this information to improve the Services and provide this information to third parties for commercial purposes. We encourage you to at all times keep your personal information updated.

PERSONAL INFORMATION SHARING

We generally do not share with any third-party User Information in a way that would personally identify you. However, we may do so in the following circumstances:

- (a) as part of a merger, acquisition or any form of sale of some or all of MyInstaCharge assets or business,
- (b) to our service providers and other contractors for the purposes of providing Service to us (such contractors are prohibited from using User Information for any other purpose),
- (c) to resolve customer disputes or inquiries;
- (d) in the unlikely event of insolvency, bankruptcy or receivership in which your personal information would be transferred as one of MyInstaCharge's business assets; and
- (e) where we are legally obligated to disclose information to the government or third parties for the purposes of national security, law enforcement or other issues of public importance. We may aggregate information and data about you and your use of the Site and Services and provide such aggregated information and data to customers, partners, and advertisers and for marketing or promotional purposes. In these circumstances, we do not disclose information that could be used to personally identify you. Access by MyInstaCharge, its partners, MyInstaCharge charging station hosts, or authorized third parties, or their respective employees and consultants to any personal information you provide is limited to only information necessary to provide the business service offered and to allow employees or consultants to perform their duties.

Notice to Users: We do not share any User Information with third parties for their direct marketing purposes without your prior consent.

USER-GENERATED CONTENT

Certain features on our Site or Services may contain interactive areas where Users can submit comments, images, recipes, or other content (“User Generated Content”) that may be visible to others or where Users can communicate with others. Users should be aware that when they voluntarily disclose personally identifiable information (e.g., name, email address, postal address, etc.) in public, interactive sections of the Site, the information can be read and used by others. We strongly encourage you to not disclose any personally identifiable information in any such submissions of User Generated Content to the Site or through the Services. We make no representations and undertake no obligations as to the security or use of information you voluntarily include when submitting User Generated Content. We also reserve the right to remove any User-Generated Content we deem inappropriate for any reason in our sole discretion and without notice.

CHILDREN

The Site and the Services are intended for adult Users, and MyInstaCharge does not knowingly collect personal information from anyone under 13 years of age. Subject to MyInstaCharge’s Age Restrictions for use of the Services in the Terms we encourage parents and legal guardians to participate in and advise their children on their use of online activities. We encourage children to get their parents and/or guardian’s permission before disclosing any information to an online media.

LINKS TO THIRD PARTIES

MyInstaCharge’s Users in User Generated Content, third party service providers and advertisers may provide links to other Internet sites and / or other resources. Since we have no control over such sites and resources, we are not responsible nor liable for the availability, content, advertising, products, services or other materials on or available from such sites or resources. Please note that these third-party websites may have their own privacy policy.

AUTOMATICALLY CONNECTED DATA

When you visit the Site, we automatically collect data about your visit. This includes your IP address, webpages you view and the order hereof, duration of your visit, website or search engine you came from, keyword(s) you entered in the search engine on the Site, your operating system as well as your browser type and version, your screen resolution and the number of colors used by your device, if your device supports JavaScript and Flash. This information can be combined with information you have provided to us (for instance by registering), and will enable us to analyze and customize our services to you.

COOKIES

Like most websites, we also use cookies to provide Users an efficient experience in using the Site.

A cookie is a small data file that certain web sites write to your hard drive when you visit them. A cookie file can contain information such as a user ID that the site uses to track the pages you have visited, but the only personal information a cookie can contain is information you supply yourself. A cookie cannot read data off your hard disk or read cookie files created by other sites. Some parts of the Site use cookies to track User traffic patterns. MyInstaCharge does this in order to determine the usefulness of the Site information to our Users and to see how effective our navigational structure is in helping Users reach that information. MyInstaCharge does not correlate this information with data about individual Users, nor does it share this information or sell it to any third party.

Please note that our Site or Services may not recognize automated browser signals regarding tracking mechanisms, such as “do not track” instructions. Most web browsers automatically accept cookies but, if you prefer, you can change your browser to prevent this or to notify you each time a cookie is sent. You can also learn more about cookies by visiting www.allaboutcookies.org which includes additional useful information on cookies and how to block cookies using different browsers. By blocking or deleting cookies used on our Site or Services, please note that you may not be able to take full advantage of our Services. Therefore, we recommend that you leave cookies turned on because they allow you to take advantage of some of the Site’s features.

DATA PROTECTION AND RIGHT OF ACCESS

Security Measures. In order to protect your personal data and all other information we have stored, we have implemented reasonable security measures whereby your personal data is stored in a secure environment and treated confidentially and personal data is only accessible by a limited number of employees at MyInstaCharge, who all have special access rights and are required to keep the information confidential. If we use third-party service providers to provide Services, we will require them to agree to similar security measures with respect to User Information. However, you should keep in mind that the Site and Service are run on software, hardware and networks, any component of which may from time to time require maintenance or experience problems or breaches of security beyond our control and for which we are not responsible. Please be aware that despite our best efforts, no data security measures can guarantee 100% security, and we cannot guarantee the security of Internet or mobile communications. You should take steps to protect against unauthorized access to your password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

Right of access to data. The personal information processed on you is accessible on your account via the Site or the Software. We will try to update your User Information as we become aware of changes. However, we will be able to serve you best if you update your User Information or notify us of any changes to (or errors in) your User Information. You can update your User Information through the Site or if you are unable to access that information for any reason, you may submit a written request for changes to Customer Service at the contact information listed below. In order for us to serve you best, please provide your name, phone number, mailing address, and e-mail address when contacting us.

CONSENT TO PROCESSING

You expressly consent to the transfer and processing of your data (including User Information) in the India. The Site is controlled and operated by MyInstaCharge. If you are accessing our Site or using our Service from any location with regulations or laws governing personal data collection, use or disclosure that differ from India's laws or regulations, please note that through your continued use of our Site or Services, which are governed by the laws of the State of Gujarat and India and this Privacy Policy, you are transferring your personally identifiable information to India and you consent to that transfer and to the collection and processing of such personally identifiable information in India.

CONTACT US

Should you have questions and comments on the Terms, Privacy Policy or other topics please send them to: info@myInstaCharge.com

PRIVACY POLICY CHANGES

We are entitled to revise the Privacy Policy at any time. We will inform you hereof by mail, on the Site, via the Services and or by other means deemed appropriate and adequate by MyInstaCharge. Your continued use of the Site and Services after such revisions are notified to you constitutes your acceptance of such revisions.