

Terms Of Usage

Introduction

These Terms (“Terms”) mandate the terms on which you access and use the website – ‘https://mist.org.in’ or mobile applications - ‘MIST’, ‘MIST NEXT’ or other associated/ancillary applications, products, websites, offline face to face and services (collectively the “Platform”) are and will at all times be the property of and be managed by MIST and MIST Next Private Limited (hereinafter ‘MIST’), a private limited company incorporated under the Companies Act, 2013, and having its registered office at 110B/5, Gautam Nagar Sudarshan Cinema Road New Delhi - 110049 (India).

The word MIST implies to MIST and or any companies or platforms used by MIST which can be Medical Institute for Screening test/ MIST NEXt Private limited/ MIST FMGE/ MIST FMG/ TESTPRESS/ SPEED PORTAL/ MIST NEXT NEET PG/ Any other in due course of time.

These Terms are an electronic record in terms of the Indian Contract Act, 1872; The Information Technology Act, 2000 and rules made thereunder as applicable.

The Terms are:

- (i) published in accordance with the provisions of Rule 3(1)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, and amendments from time to time; and
- (ii) (ii) generated by a computer system and does not require any physical, electronic, or digital signatures.

Please read the Terms and Privacy Policy carefully before using or registering on the Platform or accessing any material, or information through the Platform. By accessing the Platform as a User, You accept these Terms and Privacy Policy and agree to be legally bound by the same.

Further, by furnishing Your Personal Information (as defined in the Privacy Policy) (“Personal Information”) to MIST or giving Your consent to MIST to access Your Personal Information for the purpose of rendering the Services (*as defined below*), You also agree that You are interested in availing the Services through the Platform in accordance with these Terms.

For the purposes of these Terms, accessing of the Website and the mobile platforms together with any tuition education material, videos, online tests, made available or disseminated or uploaded therein or downloaded therefrom, including all information, tools and services made available shall hereinafter be collectively be referred to as the “Services”.

By accessing or using any version of the Website, you signify that you have read, understood and agree to be bound by these Terms, the Privacy Policy of MIST and any other applicable law.

For the purpose of this Terms, wherever the context so requires 'Your', 'You', 'Yourself' or 'User' shall mean any natural or legal person who browses the Platform or has agreed to avail the services available on the Platform, by providing login credentials while registering on our Platform as a User using the Computer/Mobile/Tablet or/and other devices (collectively, "Device"). The terms 'We', 'Us', and 'Our' shall mean MIST and/or third-party service providers engaged by MIST to render services on the website.

IF YOU DO NOT AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CAPTURED IN THE TERMS, PLEASE DO NOT USE THE PLATFORM OR SERVICES.

1. Acceptance and Applicability of the Terms

- 1.1. The Terms establish a legally binding agreement between us and the user. By accessing the Platform, you are agreeing to comply with these Terms. They are applicable whether you actively use the Platform, visit it, or review any service offerings. If you do not agree, please refrain from accessing and using our Platform.
- 1.2. The Terms shall be applicable to You only if You have created an account on the Platform (the "**Account**") by providing such information as may be required as set out further in Our Privacy Policy and the Terms hereinafter or you have opted for offline face to face services.
- 1.3. When using the MIST Website and MIST Learning platform, you commit to:
 - a. Provide accurate, current, and complete information about yourself, as required in Clause 2 of these Terms, to generate login credentials.
 - b. Ensure that you meet the necessary qualifications for the selected courses.
 - c. Regularly update your login credentials to maintain accuracy.
 - d. Acknowledge that we are not responsible for any consequences resulting from your misuse of the MIST Learning platform, MIST Website, or any of our services, causing harm or injury to a third party.
 - e. Recognize our right to engage a different faculty or tutor or change the current faculty or tutor without prior notification to the user at any given time.

2. Eligibility

- 2.1. Individuals deemed "competent/capable" under the Indian Contract Act, 1872, are eligible to register for the MIST Learning platform and become a Registered User.
- 2.2. It is mandatory for you to possess the competence to register.
- 2.3. To avail of the Services, you need to register on the Platform by creating a login account, which requires a paid subscription. Upon successfully creating an account and selecting an appropriate plan with the correct payment, you become a Subscriber or Subscribed User ("Subscriber").
- 2.4. If you opt to purchase a paid subscription (Regular, Vacation, or Online batch), you will be guided to the purchase page, where you can choose the services and duration for your subscription. Upon full payment (or partial payment, if applicable), you will be officially recognized as a "Subscribed User." Following the payment, you will receive a confirmation Email/SMS containing details of your plan and credentials to access the Platform.

3. Services

- 3.1 To avail the full range of course content offered as part of the Services, You will have to mandatorily be a Subscribed User meeting all the requirements set out in **Clause 2.**
- 3.2 The Services and amounts payable to access the Services may differ for different Subscribers and will be based on the course combination chosen by You either at the time of enrolling as a Subscribed User or thereafter, based on the courses a Subscribed User adds to his/ her account. If by mistake the user have paid lower amount than what was required to be paid and has started using the services of the learning platform, any or all services of MIST Learning platform shall be stopped at any point of time without assigning any reason whatsoever. No amount shall be refunded to the user in this regard. This even applies even if there was a miscommunication from any employees of US. User are advised to be absolutely sure before making any payment to US.
- 3.3 In these Terms, the term Services (hereinafter referred to as 'services') shall mean and include without limitation, the online tutorial videos and content as well as study materials that will be accessible to You as a Subscribed User. The

foregoing meaning and scope of Services may be subject to change and the definition shall not in any way limit or restrict Our right to remove or add features to the Platform.

3.4 The material as part of the Services and as appearing on the Website could include technical, typographical, or photographic errors. MIST does not warrant that any of the material on the Website is accurate, complete or current. While, MIST may make changes to the material made available as the Services or on the Website at any time without notice, however it is under no obligation to update the material.

3.5 We may, at Our discretion, revise the amount payable in respect of existing offerings forming part of the Services that may be made available to You.

4. Amendment

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4.1 Your use of the Platform is subject to the Terms, which may be updated, amended, modified or revised by Us from time to time without notice to You and subject to the terms of the Service Agreement. To ensure that You are aware of any additions, revisions, amendments or modifications that We may have made to these Terms, it is important for You to refer to the Terms from time to time. You can determine when this Term was last modified by referring to the “Last Updated” legend.

4.2 The updated Terms shall be effective immediately and shall supersede these. It shall be Your responsibility to check these Terms periodically for changes. Your continued use of the Services post amendment of Terms shall signify Your consent to such amendment, and agreement to be legally bound by the same.

5. Intellectual Property Rights Policy

5.1 All of the content on the Services and the Platforms, including, without limitation, all of the page headers, images, illustrations, graphics, audio clips, video clips or text, interface, reports generated, trademarks, trade names, trade secrets (“Services Content”), constitute our and our partners’ intellectual property.

Copyright laws in all applicable jurisdictions protect the Services and the Services Content

- 5.2 You may access the Services, avail of the features and facilities and utilize the Services Content for your personal or internal requirements only on a limited license basis. You agree and undertake to be forever bound to not duplicate, distribute, create derivative works of, display, or commercially exploit the Services Content, features or facilities, directly or indirectly, except as expressly authorized herein.
- 5.3 MIST is the sole owner of all intellectual property, the underlying software and source code associated with the Services and the Platforms and all the trademarks, copyright and any other intellectual property rights of any nature in the Services and the Platforms.

6. User Account, Password and Security

- 6.1 You are required to create an account ("Account") on the Website to have access to the Services. You are responsible for maintaining the confidentiality of your login credentials and your Account and are fully responsible for all activities that occur under your password or Account. You agree to:
- (a) immediately notify us of any unauthorized use of your password or Account or any other breach of security; and
 - (b) ensure that you exit from your Account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Clause.
- 6.2 You hereby acknowledge that the deletion of the Services from the Device does not constitute termination of your Account and agree to undertake the process detailed herein in order to complete de-registration. If you are desirous of having your name and other details removed from the records of MIST, immediately upon receiving your written request to that effect MIST shall remove and/delete all such information.

7. User Communications

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- 7.1 Accepting the Terms, implies your express consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf at any contact number, or physical or electronic address provided by you while registering your Account. You further agree to us contacting you in any manner, including without limitation, SMS messages (including text messages), calls using pre-recorded messages or artificial voice, calls and messages delivered using auto telephone dialling system or an automatic texting system, and notifications sent via the Services. Automated messages may be played when the telephone is answered whether by you or someone else. If an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via SMS
- 7.2 You certify, warrant and represent that the telephone numbers and/or email addresses and any other information that you have provided (at the time of registering on the Website or thereafter or for creating an Account) to us are your own and not someone else's and are true, accurate, current and complete. You represent that you are permitted to receive calls at each of the telephone/ mobile numbers you have provided to us and emails at each of the email addresses you have provided us. You agree to notify us whenever you stop using a telephone/ mobile number(s) and/or email address(es).

8. User Guidelines

- 8.1 In consideration of MIST granting you the rights hereunder, you hereby agree not to use the Services for any purpose that is unlawful under any applicable laws and/or in violation of the terms of the Terms and our Privacy Policy. You shall not use the Services in any manner that could damage, disable, overburden, or impair our server, or any network(s) connected to any other server, or interfere with any other party's use and enjoyment of the Services. You shall not attempt to gain unauthorized access to any functions and features, other user accounts, computer systems or networks connected to any other server, in any manner, including, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means which is not intentionally made available to your Account or through the Services.

The Services are made available to you on non-exclusive, non-transferable, non-sublicensable and on limited license basis for your own personal and non-commercial use alone. You shall not allow third parties to:

- i) make and/or distribute copies of the Services or any deliverable generated by the Services;
- (ii) attempt to copy, reproduce, alter, modify and/or reverse engineer the Services; and/or (iii) create derivative works of the Services.

- 8.2 You accept that any and all operations emanating from your Device shall be assumed to have been initiated by you.
- 8.3 You accept and acknowledge that in the event that You share Your account with any third-party, it shall constitute a material breach of these Terms and shall make You liable for appropriate legal action in accordance with these Terms.
- 8.4 You further understand that there is no provision of refund under the Terms and any subscription purchased shall be final and non-refundable.
- 8.5 You shall not copy, reproduce, distribute, or create derivative works or modify the Services Content that is available on the Website. Also, you shall not attempt to decompile or reverse engineer or reverse compile our technology/ software that is available on the Website or transfer the material to another person or “mirror” the material on any other server, including, without limitation, such Java applet, as may be associated with the Website and/ or the Services from time to time.
- 8.6 You shall request MIST to block the Account and change the password immediately for the Account if your Device has been lost or stolen.
- 8.7 You, at all times, are and will continue to be responsible for any and all activities that occur in your Account. You agree to notify MIST immediately of any unauthorized use of the Account or any other breach of security. MIST shall not be liable for any loss to you or your organization owing to negligent actions or a failure on your part to inform MIST within a reasonable time, about loss or theft of your Device and/or any unauthorized access in your Account, either with or without your knowledge.
- 8.8 You shall be liable for losses incurred by MIST or any other party due to a third party’s use of the Account. You shall not use any other person’s account at any time, without the permission of the account holder and MIST.
- 8.9 MIST shall make all reasonable efforts to ensure that your information is kept confidential. However, MIST shall not be responsible for any disclosure or leakage of confidential information and/or loss or damage of the Device due to theft, negligence or failure on your part to practice safe computing.

- 8.10 You shall ensure that while using the functions and features, all prevailing and applicable laws, rules and regulations, shall at all times, be strictly complied with by you and MIST shall not be liable in any manner whatsoever for default of any nature, by you, regarding the same.
- 8.11 You understand and acknowledge that upon using the Services, you authorize us to access third-party sites designated by you, on your behalf, to retrieve such information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us a limited powers and hereby authorize us with the full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with services and facilities available on the Services, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that such third parties shall be entitled to rely on the foregoing authorization, agency granted by you.
- 8.12 You must notify your bank immediately in the event your credit/ debit card is lost, stolen, not received, swallowed at an ATM, or is being misused without your permission. Please refer to the detailed instructions received from your bank for additional precautions to be taken in case of loss/ theft/ misuse of your credit/ debit card.

9. Third Party Platform, Links, Promotions and Advertisement

- 9.1 We may use/integrate another third party's platform on Our Platforms. We may also use third-party platforms to provide services to ourselves. In such an event, You will be bound by such third party's terms and conditions, privacy policy, and any other applicable policies. You also agree and hereby authorize MIST to share your details and personal information with such third parties to the extent necessary for MIST to deliver the Services to You.
- 9.2 All the websites linked to the Website are not verified by MIST and inclusion of any link does not imply endorsement by MIST and usage/ access of/ to any such

linked website is at the user's own risk.

9.3 The Website may from time to time run promotions and advertisements of third parties, products and/or services. Your relationships and business dealings with any such third parties shall be solely matters between you and such third parties.

9.4 You acknowledge and agree that MIST is not responsible or liable for any loss or damage of any kind incurred as a result of any such dealings with such third parties.

10. Force Majeure

10.1 MIST shall not be liable for failing to perform, or delay in performance of, any of its obligations if, and to the extent that, such failure or delay is caused by an event substantially beyond its control, including but not limited to acts of God, acts of the public enemy or governmental authority in its sovereign or contractual capacity (including but not limited to declaration of lockdown), war, terrorism, floods, fire, strikes, epidemics, pandemics, civil unrest or riots, and/or power outage or grid failure.

11. Payments and Refund Policy

11.1 The subscription term will end on the expiration date and you cannot cancel it before its expiration. MIST will not provide refunds if you decide to stop using the Website during your subscription term.

12. Indemnification

12.1 You agree to protect, defend and indemnify us and hold us and our officers, directors, partners, employees, agents, investors and representatives harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your access and use of the Website and/or the Services in violation of the Terms and/or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

12.2 The terms of this provision will survive any termination or cancellation of the Terms or your use of the Services.

13. Warranties

- 13.1 The Services and the functions and feature of the Website are provided on an “as is” and on an “as available” basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 13.2 MIST shall make reasonable efforts to provide the Services and the functions and features. However, we make no warranty that the Services shall meet your requirements, be uninterrupted, timely, secure, and/or error free. Further we do not make any warranty as to the results that may be obtained from the use of the functions and features or as to the accuracy, reliability and/or quality of the output derived therefrom.
- 13.3 MIST shall not be liable for the loss and/or damage of the confidential information or data of the User arising as a result of an event or a series of related events, that is beyond its control including failures of or problems with the internet or part of the internet, attempted hacker attacks, hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections.
- 13.4 Any material downloaded or otherwise obtained through the Services is done at your own discretion and risk and you are solely responsible for any damage to your Device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us through or from the Service will create any warranty not expressly stated in the Terms.

14. Limitation of Liability

- 14.1 In no event shall We be liable for any direct, indirect, punitive, incidental, special, or consequential damages or for any damages whatsoever, including, without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with the access, use, or performance of the services, functions, and features or for interruptions, delay, etc., even if We were advised of the possibility of damages resulting from the cost of getting substitute facilities on the services, any services, data, information, or services purchased or obtained or messages received or transactions entered into through or from the services, unauthorized access to or alteration of your transmissions or data statements or conduct of anyone on the services, or inability to use the services, the provision of or failure to provide the functions and features, whether based on contract, tort,

negligence, strict liability, or otherwise. this clause shall survive in perpetuity.

15. Confidentiality

- 15.1 You will not disclose any information provided to you including the User list, customers list, names and addresses, ideas, business model, processes, concepts etc. relating to MIST or the Website to any third party (“Confidential Information”) that has been disclosed to you or come into your knowledge during the subscription term.
- 15.2 You acknowledge and agree that the Confidential Information so provided to you shall at all times be the property of MIST and any breach of the same shall cause irreparable damage to MIST.

16. Severability

- 16.1 If any provision of the Terms is held to be illegal, invalid or unenforceable under any present or future applicable laws: (a) such provision will be replaced with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces; and (b) the remaining provisions of the TERMS will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

17. Termination

- 17.1 MIST may block, restrict, disable, suspend or terminate the use of the Services at any time without giving any notice to you in case you are inter alia found to (i) be in breach of the terms of the Terms (including the Privacy Policy); (ii) violate any applicable laws; (iii) be infringing the intellectual property rights of any third party; (iv) be acting in a manner which may result into any claim against MIST.
- 17.2 Upon termination, the rights and license granted to you herein shall terminate and you must cease all use of and access to the Services and/ or Website and you must destroy any downloaded materials in your possession whether in electronic or printed format.
- 17.3 Any termination of your right to use or access the Website and/ or the Services shall not affect liability incurred by you prior to such termination.

18. Waiver

18.1 Any failure on the part of MIST to require performance of any provision of the Terms shall not affect its right to full performance thereof at any time thereafter, and any waiver by MIST of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach.

19. Assignment

19.1 You shall not assign or transfer any rights, obligations, or privileges that you have under the Terms, without the prior written consent of MIST. Subject to the foregoing, the Terms will be binding on your legal heirs, successors and permitted assignees. Any assignment or transfer in violation of this clause will be deemed null and void. MIST's rights under the TERMS are freely transferable by MIST to any third parties without the requirement of intimating you or seeking your consent.

20. Updates

20.1 MIST reserves the right to update the Website and/ or the Services, in order to, inter alia, increase efficiency, optimize user interface, and add new facilities from time to time. Update packages will be sent to you on your Device for download and installation.

20.2 You hereby agree to install the updates from time to time and acknowledge that MIST will only be able to provide Account support for the Services if you ensure to install all updates upon receiving notifications thereof when using the Services.

21. Validity of TERMS

21.1 The Terms shall apply when you complete the authentication process and create an Account and shall remain valid and binding on you for so long as you maintain the Account.

22. Governing Law and Jurisdiction

22.1 The Terms (and by extension, the Privacy Policy) are governed and construed in accordance with laws of India. By using the Services, you hereby irrevocably

consent to the exclusive jurisdiction and venue of courts in New Delhi, India, in the event of any disputes arising out of or in relation to your access to and use of the Services.

23. Grievance Redressal Mechanism

23.1 Any discrepancies or grievances with regard to content and or comment or breach of the Terms and Conditions shall be taken up with the designated Grievance Officer as mentioned below in writing or through email signed with the electronic signature to:

Attention: Ms. Alka

Grievance redressal officer

Email ID: sup.mistteam@gmail.com

23.2 In furtherance of the Consumer Protection Act 2019 and the Consumer Protection (E-Commerce) Rules, 2020 nodal officer appointed to ensure compliance (to the extent relevant and applicable on MIST) with the Act and E-commerce Rules are as follows:

Name: Mrs. Pritee Jaiswal

Contact Details: mist.ad.team@gmail.com

Nodal officer

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23.3 The grievance officer will acknowledge the receipt of any complaint within 24 hours and redress the complaint within 15 days from receipt of the complaint.

PRIVACY & POLICY

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This privacy policy (“**Privacy Policy**”) read with the **Terms of Usage** specifies the manner in which personal data and other information are collected, received, stored, processed, disclosed, transferred, dealt with or otherwise handled by MIST. This Privacy Policy does not

apply to information that You provide to, or that is collected by, any third-party through the Platform, and any Third-Party Sites that You access or use in connection with the Services offered on the Platform.

The word MIST implies to MIST and or any companies or platforms used by MIST which can be Medical Institute for Screening test/ MIST NExT Private limited/ MIST FMGE/ MIST FMG/ TESTPRESS/ SPEED PORTAL/ MIST NExT NEET PG/ Any other in due course of time

Please read the Privacy Policy carefully prior to using or registering on the Platform or accessing any material, information or availing any Services through the Platform.

By clicking the “*I accept*” button provided at the sign-up page for the Platform, You (“You”, “Your” *as applicable*) accept and agree to be bound by the terms and conditions of this Privacy Policy. This Privacy Policy is incorporated into and subject to Our Terms of Usage (the “Terms”) and shall be read harmoniously and in conjunction with the Terms. All capitalized terms used and not defined in this Privacy Policy shall have the meaning ascribed to them under the Terms.

This Privacy Policy (i) is an electronic record under the Information Technology Act, 2000 read with rules and regulations made thereunder and is generated by a computer system; and (ii) will not require any physical, electronic, or digital signature.

What is Personal Information and why do we collect it?

The term "Personal Information" encompasses any data that can be employed to distinguish an individual. This includes, but is not confined to, a person's first and last name, residential or other physical and virtual addresses, such as an email address or any other contact details that we might need. The purpose behind collecting personal information is to identify you and guarantee the provision of accurate feedback essential for your performance in various tests. This endeavor is aimed at ensuring you receive high-quality educational feedback. The information gathered serves the purpose of granting you convenient access to our services, offerings, and products. Additionally, it aids us in customizing your educational experience to

better suit your needs.

1. Collection of Information

MIST, during the User's interaction with the Website, may gather various types of personal and non-personal information for the purpose of conducting operations on the platform. This information is collected voluntarily through registration, online surveys, or other interactions. The following categories of information may be obtained from Users:

1.1 Personal Information:

- (i) User's Name
- (ii) User's Phone Number (mobile, residence, or alternative)
- (iii) Country
- (iv) University Name
- (v) User's Email Id (primary/alternative)
- (vi) Details from social networking sites used for registration, including name, profile picture, email address, friends list, and publicly shared information
- (vii) Personal data from the User's mobile device, such as contact list details
- (viii) User's Internet Protocol (IP) address
- (ix) Sensitive personal data like passwords and payment details

1.2 Non-personal Information:

- (i) Internet or telecom service provider details
- (ii) User's Location
- (iii) Type of internet browser used by the User
- (iv) Other information necessary for accessing and operating the Website

1.3 Additionally, the duration of the User's Website usage may be logged and stored.

1.4 The collected information may be stored in electronic or physical form as authorized by the User.

1.5 The Platform may share User information with third-party entities, provided they adhere to reasonable safety standards for using such information.

- 1.6 In addition to the aforesaid, We may also request You to provide other information as and when necessary (“**Other Information**”). We also seek specific permissions from You such as permission to use the camera or microphone of Your device which enables Us to provide Services to You in a smooth and efficient manner. The Other Information collected by us may include inter alia:
- (a) Data either created by You or by a third party and which You wish to store on Our Platform and/or servers such as image files, documents and so on;
 - (b) Data available in the public domain or received from any third party including social media channels, including but not limited to Personal or Non-Personal Information from Your linked email address and so on, as a part of Your Account information;
 - (c) Copies of government identification like driving license, election card (as and when required), and
 - (d) Such other information as may be reasonably required for the purpose of providing the Services to You or as required under any law for the time being in force.
- 1.7 All information disclosed by You shall be deemed to be disclosed willingly and without any coercion. No liability pertaining to the authenticity, genuineness, misrepresentation, fraud, or negligence of the information disclosed shall lie on Us nor will We be in any way responsible to verify any information obtained from You.
- 1.8 You shall be, at all times, entitled to request deletion of the personal information shared by You by writing to us on [Insert e-mail id for data deletion]. However, in the event that We receive a request for deletion of data, we do not guarantee that the experience of the Platform would be the same as We only collect data absolutely necessary to enhance User experience.

Our primary goal in collecting the aforementioned information is to provide You with a safe, efficient, smooth, and customized experience on the Platform. The information collected allows Us to provide the Services and features on the Platform that most likely

meet Your needs, and to customize the Platform to make Your experience safer and easier. More importantly, while doing so, We collect the above-mentioned Personal Information from You that We consider absolutely necessary for achieving said purpose.

Once You give us your Personal Information, You are not anonymous to Us. Wherever possible, while providing the information to Us, We indicate which fields are mandatory and which fields are optional for You. You always have the option to not provide the Personal Information to Us through the Platform by choosing to not use a particular Service or feature being provided by Us on the Platform, which requires You to provide such information.

We shall be entitled to retain Your Personal Information and other information for such duration as may be required for the purposes specified hereunder and in accordance with applicable laws and will be used by Us only in accordance with this Privacy Policy. You acknowledge that if We determine that any information You have provided or uploaded violates the terms of this Privacy Policy, We have the right, in our absolute discretion, to delete or destroy such information without incurring any liability to You.

2. Use of Information

We use the Personal Information, Non-Personal Information, Transactional Information and Other information provided by You for the following:

- (i) to provide and improve the Services and features on the Platform;
- (ii) to resolve disputes and troubleshoot problems;
- (iii) to promote Your safety and the safety of other individuals using the Platform;
- (iv) to protect the security and integrity of the Platform and the Services;
- (v) to inform You about online and offline offers, products, services, and updates;
- (vi) to customise Your experience on the Platform;
- (vii) to detect, prevent and protect Us from any errors, fraud and other criminal or prohibited activity on the Platform;
- (viii) to disseminate and enforce the Terms of Usage;
- (ix) to process and fulfil Your request for Services or respond to Your comments, and queries on the Platform;
- (x) to contact You;

- (xi) to communicate important notices or changes in the Services provided by Us or in the use of the Platform and the terms which govern the relationship between You and Us;
- (xii) to analyse usage patterns; and
- (xiii) for any other reason incidental to the reasons listed above; and for any other purpose with your consent.

You also specifically agree and consent to Us collecting, storing, processing, transferring, and sharing information (including Personal Information) related to You with third parties such as with entities registered under applicable laws solely for providing Services to You including processing Your Transactions on the Platform. Provided that, the third-party entities shall be bound by contractual obligations to keep such information confidential and use it only for the purposes for which We disclose it to them.

We may automatically track certain information about You based upon Your behaviour on the Platform. We use this information to do internal research on Your demographics, interests, and behaviour to better understand, protect and serve You. This information is compiled and analysed by Us on an aggregated and anonymized basis and not individually, and in a manner that does not specifically identify You.

We may occasionally ask You to complete optional online surveys. These surveys may ask You for Your contact information and demographic information (like zip code, age, or income level). We use this information to tailor Your experience on the Platform, providing You with content that We think You might be interested in and to display content according to Your preferences. We use Your Personal Information to send You promotional emails, however, We will provide You with the ability to opt-out of receiving such emails from Us. If You opt-out, We may still send You non-promotional emails, such as emails about the Services and Your Account on the Platform.

3. Retention of Information

All information provided by You, save and except upon withdrawal or termination, shall be retained in locations outside the direct control of MIST (for instance, on servers or databases co-locates with hosting providers). We will delete information based on a request received from you within a reasonable period and latest within 90 (ninety) days of receiving a deletion request. However, we may retain such portion of information

and for such periods as may be required under applicable law.

Notwithstanding anything contained herein, We may retain data after account deletion for reasons including but limited to the following purposes:

- i. if there is an unresolved issue relating to your Account, or an unresolved claim or dispute;
- ii. if We are required to by applicable law; and/or in aggregated and/or anonymized form; or
- iii. We may also retain certain information if necessary for its legitimate business interests, such as fraud prevention and enhancing the safety and security of individuals using the Platform.

4. Sharing of Information

We may disclose Your Personal Information to Our third-party vendors, partnered institutions, consultants, and such other individuals bound by contractual obligations to keep such Personal Information confidential and use it only for the purposes for which We disclose it to them. This disclosure may be required for Us, for instance, to provide You access to Our Services, or processing payments made by You, or to validate Your bank accounts and Account information, to facilitate and assist Our marketing and advertising activities/initiatives, for undertaking auditing or data analysis, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to Our Services. Additionally, We may disclose Your information, to the extent necessary:

- i. to comply with applicable laws and to respond to lawful requests and legal processes,
- ii. to protect the rights and property of MIST, individuals using the Platform, and others, including to enforce the Terms, and
- iii. in an emergency to protect the personal safety and assets of MIST, individuals using the Platform, or any person.

We may, in compliance with applicable laws, share/transfer/assign all of Your Personal Information and other information with any other business entity(ies), in the event of a merger, sale, re-organization, amalgamation, joint venture, assignment, restructuring of business or transfer or disposition of all or any portion of Our business. You hereby grant Us consent to share Your information with third parties, as mentioned hereinabove and We shall in no manner be responsible or be under any obligation to inform You or seek additional consent from You for such sharing of information.

Further, You agree and acknowledge that You shall strictly keep all information of other individuals confidential and shall not disclose such information to any third party unless expressly consented to by the individual whose information is being disclosed. In no circumstance whatsoever will We be responsible or liable for any breach of confidentiality by You or other individuals on the Platform.

5. Security Precautions and Measures

Our Platform has reasonable security measures and safeguards in place to protect Your privacy and Personal Information from loss, misuse, unauthorised access, disclosure, destruction, and alteration of the information in compliance with applicable laws.

Further, whenever You change or access Your Account on the Platform or any information relating to it, We offer the use of a secure server. We cannot however ensure or warrant the security of any information You transmit to Us or guarantee that Your Personal Information and/or other Non-Personal Information provided for availing the Services or Platform may not be accessed, disclosed, altered, or destroyed by a breach of any of Our security measures and safeguards.

It is further clarified that You have, for so long as You access and/or use the Platform (directly or indirectly), the obligation to ensure that You shall at all times take adequate physical, managerial, and technical safeguards, at Your end, to preserve the integrity and security of Your data which shall include and not be limited to Your Personal Information.

This Privacy Policy and the security controls and practices implemented by Us to Protect Your Personal Information shall be reasonable security practices and procedures under section **43A** of the **Information Technology Act, 2000**.

6. Links to Other Third-party Sites and Collection of Information

Our Platform may provide links to other third-party Platforms (“Third-Party Sites”) that may collect Your Personal Information including Your IP Address, browser specification, or operating system. We are not in any manner responsible for the security of such information or the privacy practices or content of those Third-Party Sites. Additionally, You may also encounter “cookies” or other similar devices on certain pages of the Third-Party Sites and it is hereby clarified that We do not control the use of cookies by these Third-Party Sites. These third-party service providers and Third-Party Sites may have their own privacy policies governing the storage and retention of Your information that You may be subject to. This Privacy Policy does not

govern any information provided to, stored on, or used by these third-party providers and Third-Party Sites. We recommend that when You enter a Third-Party Site, You review the Third-Party Site's privacy policy as it relates to safeguarding of Your information. You agree and acknowledge that We are not liable for the information published in search results or by any Third-Party Sites.

7. Your Consent and Changes to Privacy Policy

a. Withdrawal of consent:

You may choose to withdraw Your consent provided hereunder at any point in time. Such withdrawal of the consent must be sent in writing to sup.mistteam@gmail.com. In case You do not provide Your consent or later withdraw Your consent, We request you not to access the Platform and use the Services. We reserve the right to not provide You with any of the Services on the Platform upon the withdrawal of Your consent.

In such a scenario, We may delete Your information or de-identify it so that it is anonymous and not attributable to You. In the event, We retain Your information post the withdrawal or cancellation of Your consent, it shall only be for the period permitted under Applicable Law. We may continue to retain Your information if required under Applicable Law.

b. Correcting inaccuracies in the information:

You may correct or update any information online. In the event of loss of access details, You may retrieve the same or receive new access details by sending an e-mail to: sup.mistteam@gmail.com.

c. Changes To Our Privacy Policy:

We reserve the unconditional right to change, modify, add, or remove portions of this Privacy Policy at any time, by notifying You of such changes. Any changes or updates will be effective immediately. Your continued usage of the Platform post such changes or updates will serve as your unqualified acceptance of such changes or updates. You should review this Privacy Policy regularly for changes. You can determine if changes have been made by

checking the “Last Updated” legend above.

8. Grievance Officer

If You have any grievance with respect to the Platform or the Services, You may write to the grievance officer, the name and contact details have been provided below:

Name: Ms Alka

Email: sup.mistteam@gmail.com

We assure You that We shall ensure the implementation of the Privacy Policy, make the Privacy Policy available to individuals and put our best efforts to redress Your grievances expeditiously within 15 (fifteen) days from the date of receipt of the grievance.