



**NATIONAL COMMODITY CLEARING LIMITED**

# **PRIVACY POLICY**

This privacy policy defines how the National Commodity Clearing Limited (NCCL) uses and protects any information that is collected when a user browses the NCCL website. The objective of this policy is to inform the user about the use of any personal information which may be collected when the user visits the website, [www.nccl.co.in](http://www.nccl.co.in). This policy is meant to help the user understand what data is collected, why it is collected, and what is done with it.

NCCL is committed to ensuring that the privacy of the online visitors to its website, who share information, is protected. The user's right to privacy is of paramount importance to NCCL. Any information provided by the user will not be shared with any third party, except for the intended purpose for which such information is provided by the user, in which case the user's consent is implied except under any regulatory or statutory obligation. NCCL reserves the right to use the information to provide the user a more personalized online experience.

The user can visit the NCCL website at any time without revealing any personal information. There are times, however, when NCCL may need information from the user and this information will only be used in accordance with this privacy policy.

NCCL may change this policy from time to time by updating this page. Users will need to check this page on a regular basis to keep updated on any changes. This policy is effective from 1 September 2018.

## **What information is collected?**

NCCL may collect the following information:

- Basic Contact Information including email address.
- Demographic information such as pincode, preferences and interests.
- Technical information such as the user's domain name, referral data, browser and platform type.

## **What is done with the information gathered?**

This information is required to understand the business needs of the user and to accordingly provide a better service and browsing experience, and in particular for the following reasons:

- Internal record keeping.
- The information may be used to improve products, services and the website.
- Promotional emails about new products, special offers or other information which is of interest to the user, may be sent periodically to the email address provided by the user.
- Information may be used to contact the user for market research purposes and to customise the website according to the users' interests. The users may be contacted via email, phone or fax.

## **Security**

This information is required for the following reasons:

- NCCL is committed to ensure that the user's information is kept secure.. In order to prevent any unauthorised access or disclosure, NCCL has implemented appropriate physical, electronic and managerial procedures to safeguard and secured the information collected online. By using the website, the user acknowledges that NCCL is not responsible for any unauthorized or unlawful use of any of the information supplied or obtained from the user and that NCCL is excluded from any and all claims arising out of or related to the use of any intercepted information in any unauthorized manner. In case, NCCL becomes aware of any such misuse, the user will be informed about the breach of security via the contact information provided to NCCL by the user.

## **Controlling personal information**

Users may choose to restrict the collection or use of their personal information in the following ways:

- NCCL may automatically collect non-personal information about the user such as the type of internet browsers used or the website from which the user linked to the website. NCCL may also aggregate details which have been submitted to the site. The user cannot be identified from this information and it is only used to assist NCCL in providing an effective service on this web site. NCCL may use this non-personal or aggregated data for research, regulatory purposes, or to improve the website, products and services.
- Users who have previously agreed to allow NCCL to use their personal information for marketing purposes, may change this at any time by communicating to via a letter or email.
- NCCL aims to keep maintain accurate user information. Users can accordingly communicate to update any of their personal information.
- NCCL does not share, sell or provide the personal information about users with any third party or non-affiliated companies except to provide the services as agreed or intended to be generally provided through the website or any other service specifically requested by the user, when NCCL has the user's permission, or under the following circumstances:
  - To trust partners who work on behalf of or with NCCL under strict confidentiality agreements.
  - To court orders, or legal process, or to establish or exercise its legal rights or defend against legal claims;

## **Password security**

NCCL firmly believes in protecting the personal information of the user. NCCL, or any of its staff or officials will never ask for any password or related information from users. The users are advised, that in order to protect access to their accounts and to other channels, they should not disclose their passwords to anyone. It is recommended that the users necessarily choose their own passwords carefully such that no unauthorized access is made by a third party. The users are advised not to keep any written or other record of the password/s to avoid third party access of the same. The users will also need to undertake not to disclose the password to anyone.

To ensure that the passwords are complex and difficult for others to guess the user should carefully choose the alpha numeric passwords with a combination of upper case alphabets and numbers and special characters.( like @,%,&! etc.).

The password is private information and must be kept confidential by the owner of the password.

Passwords, if share with others, can be misused to access resources and information possibly with criminal intent—and without notice since they would appear as the registered owner.

## **Confidentiality of Information**

NCCL or its affiliates or vendors may use this data to analyse trends and statistics and to help provide better customer service. NCCL and its affiliates and vendors maintain the highest levels of confidentiality for this information.

NCCL will not sell, distribute or lease the personal information of users to third parties unless required by any statutory, regulatory authority or by an order of a court or tribunal having the power under the law to seek such information or when it is necessary either to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law. NCCL shall transfer information about the user in case of an acquisition or merger of NCCL by another company.

NCCL undertakes not to disclose the information provided by the user to any person unless such action is necessary to the extent required by law and for regulatory purposes.

## **Log Data**

Like many site operators, NCCL collects information that the user's browser sends whenever a user visits the NCCL website ("Log Data"). This Log Data may include information such as the user's computer's Internet Protocol ("IP") address, browser type, browser version, and the pages of the NCCL website visited, the time and date of the visit, the time spent on those pages and other statistics. This may be used for research, regulatory purposes or to improve the website and services.

## **Cookies policy**

The term "cookies" refers to cookies and other similar technologies used in electronic communications. Cookies are small data files that the browser places on the computer or device. Cookies help the browser navigate a website and the cookies themselves cannot collect any information stored on the computer or files. When a server uses a web browser to read cookies they can help a website deliver a more user-friendly service. To protect privacy, the browser only gives a website access to the cookies it has already sent.

NCCL uses cookies to learn more about the way users interact with the content and helps to improve online experience of the NCCL website.

Cookies remember the type of browser used and which additional browser software has been installed. They also remember user preferences, such as language and region, which remain as default settings when a user revisits the website. Cookies also allow the user to rate pages and fill in comment forms. Some of the cookies used are session cookies and only last until the browser is closed, others are persistent cookies which are stored on the computer for a longer period of time.

NCCL will not use cookies to collect personally identifiable information about the user. Users can choose to reject or block the cookies set by Shell or the websites of any third party suppliers by changing their browser settings –Help function within the browser provides further details. Most browsers automatically accept cookies, if users do not wish cookies to be used, they may need to actively delete or block the cookies.

### **Links and third party websites**

On the NCCL website, there may be links to other websites or users may be referred to the NCCL website through a link from another website. NCCL is **not responsible** for the privacy policies and practices of other websites. Such content is subject to their terms of use and any additional guidelines and privacy information provided in relation to that use on their website.

Users should check the policy of each website they visit to better understand their rights and obligations especially when submitting any type of content on those third party website. Users may choose to contact the owner or operator of such websites if they have any concerns or questions.

### **Legal Disclaimer**

The information contained in this website, including text, graphics or links or other items are provided on an 'as is' and 'as available' basis. NCCL does not warrant the accuracy, adequacy or completeness of this information and material and expressly disclaims liability for errors or omissions in this information and material. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

NCCL shall under no circumstances be liable for any damages, losses or expenses, including without limitation directly or indirectly, incidental or consequential arising in connection with this website or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure. Hyperlinks from and to other websites are at your own risk; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by NCCL.

### **Changes to This Privacy Policy**

The information and material contained in these pages and the terms, conditions, and descriptions that appear are subject to change without prior notice. Users should check this Privacy Policy periodically for updates. The user's continued use of the Service after any modifications to the Privacy Policy are posted on this page will constitute the user's acknowledgment of the modifications and consent to abide and be bound by the modified Privacy Policy.

NCCL will notify users of any material changes made to the Privacy Policy, as soon as practicable through the email address provided.

### **Laws and Applicable Jurisdiction**

The user acknowledges and agrees that these terms are governed by and shall be interpreted in accordance with the available laws of India and in the event of any dispute arising in relation to this Privacy Policy or to the NCCL website, the Courts in Mumbai shall have exclusive jurisdiction over such dispute. The failure of NCCL to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.