

Disclaimer

1. Attorney client privilege is protected under the Indian Evidence Act, 1872. Indian Evidence Act, 1872 provides for protection of any and all professional and confidential communication of a client with their legal advisors.
2. Section 126 of the Indian Evidence Act 1872, provides for restriction on the barrister, attorney, pleader or vakil to disclose communications made by his client or advice given by him in the course of his employment except if there is an illegal purpose or showing a crime or fraud after commencement of his employment. Section 127 provides that interpreters, clerks or servants of the legal advisors are restrained in the same manner. Section 128 binds the legal adviser from disclosing any information unless the client requires him to. Section 129 enumerates the conditions under which the confidential information may be disclosed.
3. The Bar Council of India Rules ("BCIR") under Part VI, Chapter II, Section II, Rule 17 demands that "An advocate shall not, directly or indirectly, commit a breach of the obligations imposed by Section 126 of the Indian Evidence Act".
4. Intelectia.net does not intend to establish any personal communication on behalf of the Firm so as to create an attorney-client relationship. It is purely user/client's prerogative.
5. Though every effort has been taken to ensure the accuracy of the contents of this website, INTELECTIA.NET/website disclaims any or all liability arising from reliance placed by the user or any other third party on the information contained therein. Such user or any other third party relying upon any general information shall do so upon their own risk entirely.
6. By accessing this website, the user acknowledges that: she/he wishes to gain more information about INTELECTIA.NET/website and that there has been no invitation, inducement or advertisement of any sort whatsoever to solicit any work through this website and that She/he is aware that our website uses cookies to improve functionality and performance by analysing traffic to the website and she/he agrees to our use of cookies.

PRIVACY POLICY

Your privacy matters!

Protecting your private information is a priority for Intellectia Legal Firm or “we” or “us” or INTELECTIA.NET/website or INTELECTIA. This Privacy Policy explains how we collect, process, use, share and protect information about you. In this Privacy Policy, the words “you”, “your”, client, User refer to Site visitor.

INTELECTIA.NET/website is meant for the purpose of solely providing general information and not for any manner of advertising or soliciting any work whether directly or indirectly. The Bar Council of India does not permit advertisement or solicitation by advocates in any form or manner and the intention and purpose of INTELECTIA.NET/website is to provide general information only.

By accessing this website/ INTELECTIA.NET, you understand, acknowledge and confirm that you are seeking information relating to / INTELECTIA.NET voluntarily and out of your own accord. You also acknowledge and understand that no content provided in this website shall be construed as legal advice or its alternative. Intellectia Legal disclaims any or all liability for any consequences/loss arising from or from any action taken by the user relying on content displayed on the website/ INTELECTIA.NET.

“Information” refers to general information on law and or Intellectia.

By accessing the website, you consent to the data practices described in this Privacy Policy and our disclaimer. If any User does not agree to our Disclaimer and our PRIVACY POLICY, we humbly request the user to REFRAIN USING/ACCESSING this Site.

A. SCOPE AND APPLICATION

This Privacy policy applies to everyone situated in any part of the world whoever accesses the INTELECTIA.NET website.

B. WHY THIS PRIVACY POLICY?

This Privacy policy is to provide for a framework for protection of information of the users in addition to the attorney client privilege which is protected under statutory provisions of the Indian Laws as provided in detail below.

Section 43A of the Information Technology Act, 2000, Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (“SPI Rules”); and Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 mandates the Privacy Policy to be published. Hence, this Privacy Policy.

INTELECTIA shall not use any User’s information in any manner except as provided here under this Privacy Policy. Every User who accesses or uses the Platforms shall be bound by this Privacy Policy.

C. COLLECTION OF PERSONAL AND OTHER INFORMATION:

1. All information that a User provides to us directly through contact us form shall be stored, such as when the User contacts us through contact us page or otherwise communicates with us. The User takes full responsibility for ensuring that the information provided or submitted is accurate. Intellectia Legal shall make no effort to validate any information provided by the User for use in Services with respect to content, correctness or usability.

2. During physical or personal consultation or during availing professional legal services, such client/user intending to avail may be required to share more information as and when needed. All and any information provided under attorney client privilege and is protected under the Indian Evidence Act, 1872 and The Bar Council of India Rules ("BCIR"). Intelectia.net does not intend to establish any personal communication on behalf of the Firm so as to create an attorney-client relationship. It is purely user/client's prerogative.

3. Indian Evidence Act, 1872 provides for protection any and all professional and confidential communication of a client with their legal advisors. Section 126 of the Indian Evidence Act 1872, provides for restriction on the barrister, attorney, pleader or vakil to disclose communications made by his client or advice given by him in the course of his employment except if there is an illegal purpose or showing a crime or fraud after commencement of his employment. Section 127 provides that interpreters, clerks or servants of the legal advisors are restrained in the same manner. Section 128 binds the legal adviser from disclosing any information unless the client requires him to. Section 129 enumerates the under which the confidential information may be disclosed.

4. The Bar Council of India Rules ("BCIR") under Part VI, Chapter II, Section II, Rule 17 demands that "An advocate shall not, directly or indirectly, commit a breach of the obligations imposed by Section 126 of the Indian Evidence Act".

5. The information provided herein should not be interpreted as legal advice or substitute for any legal advice, for which the user must make independent inquiries. Though every effort has been taken to ensure the accuracy of the contents of this website, INTELECTIA.NET/website disclaims any or all liability arising from reliance placed by the user or any other third party on the information contained therein. Such user or any other third party relying upon any general information shall do so upon their own risk entirely.

D. What type of information is collected and covered by this Privacy Policy? How is processed or dealt with by INTELECTIA?

1. The Privacy Policy applies to any of the following information collected and processed by INTELECTIA:

a. Your Information may be collected both through offline and online in the following ways- Information that you provide to us:

b. Personal Information may be collected when you provide such information to us directly, or through interaction with our partners, associates or staff directly. When information is sent to us through this website or should you communicate with us through e-mail, such Information generally limited to your name, email address, phone number may be collected and stored. Information relating to job application, employment, internship or any other career prospects with us may also be collected and stored.

c. Information collected from other sources/third parties

d. "Personal information" is information that can be used to identify, locate or contact you. It may include information filled voluntarily by the user at the time of registering and may be a combination of pieces of information that could reasonably allow him/her to be identified. Personal information may consist of full name, personal contact numbers, residential address, email address, gender or date of birth.

e. Contact Information that allows us to communicate with you, such as your name, username, location, mailing address, telephone numbers, email address or other addresses that allow us to send you messages.

f. Non-Personal Information: Non-Personal Information such as internet protocol address, operating system, browser type, internet service provider, aggregate user data, browser type, software and hardware attributes, pages you request, and cookie information, etc.,

g. Automatic Information: Certain types of information is received and stored whenever users access Our Platform. INTELECTIA uses "cookies" and obtains certain types of information when users access the Platform. This information may include web request, Internet Protocol address, browser type, browser language, the date and time of your request, information about internet connection, and web beacon information. INTELECTIA uses cookies primarily for user authentication but may also use them to improve the quality of Our Services by storing user preferences and tracking user trends. Further, INTELECTIA may also collect information about your preference and settlings such as time zone and language, your searches and the results you selected from the searches.

h. No Sensitive personal data or information such as personal information such as financial information i.e., bank account or credit card or debit card, mode of payments, UPI information etc., are collected by INTELECTIA unless the user's/client's legal requirement necessitates for collection of the same. Please note that any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal information.

i. While INTELECTIA shall make reasonable endeavours to ensure that your personal information is duly protected by undertaking security measures prescribed under applicable laws, you are strongly advised to exercise discretion while providing personal information or Financial Information while using the Services given that the Internet is susceptible to security breaches.

j. User communications: When you send emails/chat or other communications to us and any other user(s), the same including the chat history may be retained in order to keep tab on the history, process your inquiries, respond to your requests and improve Our Services.

k. Technical information, such as information from your visits to our Website or applications or in relation to materials and communications we send to you electronically.

l. Financial information, such as your account number, tax information etc., when provided.

m. Information you provide to us for the purposes of attending meetings and events, including access and other requirements.

n. While INTELECTIA shall make reasonable endeavours to ensure that your personal information is duly protected by undertaking security measures prescribed under applicable laws, you are strongly advised to exercise discretion while providing personal information or Financial Information while using the Services given that the Internet is susceptible to security breaches.

o. No information provided in the website is intended towards under aged persons/individuals/children under age of 18 years. This website is also not intended for Users who are not competent to contract under the provisions of Indian Contract Act, 1872. INTELECTIA does not knowingly collect personal data from children (only persons above the aged of 18 years are permitted to access any information. In an event, where in contravention, a person below the age of 18 years accesses any information, INTELECTIA shall not be held liable or responsible for any damage or injury suffered by such person in logging into the Platforms and making use of the Services.

E. USE OF INFORMATION:

We may use the information we collect about from the User:

1. To meet the purpose of the correspondence made by you at our sole discretion.
2. To respond back to your query or requirement..
3. To schedule meetings and to contact you
4. To provide, maintain, and improve the Services, including, for instance, to facilitate payments, send receipts, provide products and services the User requests, develop new features, provide customer support to Users, develop safety features, authenticate Users, and send product updates and administrative messages;
5. To perform internal operations, including, for instance, to prevent fraud and misuse of our Services; to troubleshoot software bugs and operational problems; to conduct data analysis, testing, and research; and to monitor and analyze usage and activity trends;
6. To send User communications of Intelectia Legal and other companies, where permissible and according to local applicable laws; and to process contest, sweepstake, or other promotion entries;
7. All information including Personal information, personally identifiable information and / or Financial Information collected and being collected shall be collected by INTELECTIA or third party on an ongoing basis, without need for further separate consent from the User except for the updates in the privacy policy for the following reasons:
 - i. To meet legal and regulatory requirements;
 - ii. To resolve technical issues and troubleshoot problems; to detect and protect INTELECTIA from error, fraud and other criminal activities
 - iii. For such other reasons which that may be communicated to the Users through an update carried out to this Privacy Policy from time to time.
8. Due to the communications standards on the Internet, when a user visits the Platforms, INTELECTIA automatically receives the uniform resource locator of the site from which such User visits the Platforms, details of the website such User is visiting or leaving the Platforms, the internet protocol ("IP") address of each User's computer operating system, type of web browser the User is using, email patterns, and the name of the User's internet service provider. This information is used solely to analyse overall User trends and to help INTELECTIA in improving its Services. Please note that the link between the User's IP address and the User's personally identifiable information is not shared with third parties without such User's permission or except when required by law or to provide or facilitate the User with the Services. Notwithstanding the above, the User acknowledges the INTELECTIA's right to share some of the aggregate findings, including the personal information provided by the Users in an unidentifiable form and not the specific data with advertisers, sponsors, investors, strategic partners, and others in order to help grow the business. The amount of information sent to INTELECTIA depends on the settings of the platform and web browser used by the User to access the Platforms. The User may refer to the browser used, if the User wishes to learn what information is provided to INTELECTIA.
9. A User may set or amend one's web browsers to delete or disable cookies. If a user chooses to disable cookies on one's computer or platform or application or mobile telecommunication device, it may impair, degrade or restrict access to certain areas of the Platforms. Merely closing the web browser should ordinarily clear all temporary cookies installed by INTELECTIA. However, Users are encouraged to use the "clear cookies" functionality of their browsers or such like features to ensure deletion, as INTELECTIA cannot guarantee, predict or provide for the behaviour of the equipment of all the Users of the Platforms.
10. INTELECTIA has implemented security policies, rules and technical measures, as required under applicable law to protect personal information that it has under its control from unauthorized access, improper use or disclosure, unauthorized modification and unlawful destruction or accidental loss. It is expressly stated that INTELECTIA shall not be responsible for any breach of security or for any action of any third parties that receive Users' personal data or events that are beyond the reasonable control of INTELECTIA

including, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

F. SHARING OF INFORMATION: INTELECTIA may be required to disclose personal information or Financial Information, if any, to governmental institutions or authorities when such disclosure is requisitioned under any law or judicial decree or to detect, prevent, or otherwise address fraud, technical or security issues, enforce applicable Terms of Use, including investigation of potential violations thereof, or To protect ourselves against third-party claims.

G. REVISION: INTELECTIA may update/revise this Privacy Policy at any time, with or without advance notice. INTELECTIA shall not be required to notify the Users of any changes made to this Privacy Policy. It is your responsibility, in such cases, to review the terms of this Privacy Policy from time to time.

H. DISPUTE RESOLUTION AND JURISDICTION

1. It is expressly agreed to by the User that the formation, interpretation and performance of this Policy and any disputes arising here from will be resolved through an Alternate Dispute Resolution (“ADR”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Policy and/or Terms.

2. In the event that the User is not satisfied with the resolution provided by Intellectia Legal and there exists a dispute, then the said dispute will be referred to arbitration by a sole arbitrator to be appointed by Intellectia Legal, and the award passed by such sole arbitrator will be valid and binding on both Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of Bengaluru in the state of Karnataka, India.

3. The Parties expressly agree that the Terms of Use and Privacy Policy and any other agreements entered into between the Parties are governed by the laws, rules and regulations of India, and that the Courts at Bengaluru in the state of Karnataka, shall have exclusive jurisdiction over any disputes arising between the Parties.

I. MISCELLANEOUS

Further, any information sent to us by Internet e-mail or via the Website is done at the User’s risk and hence is not secure and is done so on a non-confidential basis. If the User has any questions about this privacy statement or needs any clarification on the same, the User can contact us at info@intellectia.net

J. FREE WILL AND CONSENT AND CHOICE

a. All information disclosed by you/user shall be deemed to be disclosed willingly and without any coercion. No liability pertaining to the authenticity/genuineness/misrepresentation/ fraud/ negligence, etc. of the information disclosed shall lie on INTELECTIA nor will INTELECTIA in any way be responsible to verify any information obtained from you/user.

b. Withdraw consent: You/user may choose to withdraw consent provided hereunder at any point in time. Such withdrawal of the consent must be sent in writing to info@intellectia.net. In case you do not provide or later withdraw your consent, if you/user are a part of any on-going transaction on the Platform, INTELECTIA reserves the right to retain all your information until completion of the transaction. Further, you/user acknowledge and agree that in case of such withdrawal of your consent, INTELECTIA reserves the right to store your information in an anonymised form such that the information stored will not be attributable to you or identify you in any manner whatsoever.

c. If you are accessing the Intelectia.net from outside India, it is solely your responsibility to ensure that your access does not breach or violate any local or national law applicable in the place from where you are making the access, for the time being in force.

K. Opt-Out Policy

We provide all Users with the opportunity to opt-out by simply not accessing our site.

L. Feedback or Concern

If the User finds any inconsistencies or has any grievances in relation to the collection, storage, use, disclosure and transfer of the User's personal information under this Policy or any terms of Intelectia Legal's Terms of Use, Privacy Policy, etc., please contact the following: info@intelectia.net

The Grievance Officer – S.Dinesh shall redress the grievances expeditiously within a maximum period of one month, from the date of receipt of a grievance.

For feedback or concern, if any, kindly contact Grievance Officer at: info@intelectia.net