

TERMS OF USE & PRIVACY POLICY

I. INTRODUCTION

The Chambers of Advocate Aivan Raj/we/us is a legal practice under the professional regulation of the Bar Council of India and offers our services in compliance with applicable laws of the Republic of India.

Under the Bar Council of India Rules, 1975, solicitation of work or advertising by advocates is prohibited. This website is only intended to collate and provide basic information on the Chambers of Advocate Aivan Raj/us - information which is otherwise available on the internet, various public platforms and social media.

The purpose of this 'Terms of Use & Privacy Policy' is to provide you, the user, with the essential information required as regards your use of this website and any other associated websites under our control.

The Privacy Policy section under this policy explains how we may collect and use information that we obtain about you, and your rights in relation to that information.

Your use of this website or your provision of information to us constitutes your acknowledgment and acceptance of this 'Terms of Use & Privacy Policy'. **Please do not use this website or send us any of your information if you do not want it to be used in the manner described in this 'Terms of Use & Privacy Policy'.**

II. GENERAL

- By accessing this website, you acknowledge that:
 - There has been no attempt by the us to advertise or solicit work from you or any other person.
 - You wish to gain more information about us for generic purposes.
 - None of the information contained in this website constitutes any form of legal opinion or legal advice. The content available on the website is generic, not guaranteed to be free of error or applicable to the user in any manner, and is not meant to substitute professional advice in any measure.
 - No information on this website acted upon, or otherwise, creates any attorney-client relationship or any other legal relationship between you and us or any other person. No liability is assumed by us for the

consequences of any action taken by relying on the information provided on this website.

- The content of this website is periodically updated and may not reflect the most recent information.
- This website uses certain cookies and retains information for data analytics and improvement of user experience. By using this website, you consent to this 'Terms of Use & Privacy Policy'.
- There are inherent cyber security risks to the use of the internet and we do not accept any liability for any loss or damage caused by virus or other malware, and you are advised to use appropriate anti-virus software and defensive browser settings.
- All information, symbols, content, and other data contained in this website, unless otherwise apparent, is the intellectual property of the Chambers of Advocate Aivan Raj and any reproduction, use, modification or manipulation without our explicit written consent is strictly prohibited.

- Restricted Use

- You agree not to access this website by any means other than through a standard web browser on a computer, tablet or mobile device. You further agree that you will not damage, disable, alter, overburden, or impair the website or interfere with our use or any other party's use and enjoyment of the website.

III. PRIVACY POLICY

- Scope of this Section.

- This Privacy Policy applies when we receive any information (including personal information and sensitive personal data or information) from you, or other third-parties, including in the following (non-exhaustive) circumstances (the "Information"):
 - a) when you request information from us or provide information to us;
 - b) when you or the legal person you work for engages our legal and/or other services or is engaged in providing any service by us;
 - c) when you or the legal person you work for are a counterparty, or provide services to a counterparty, of one or more of our clients;
 - d) as a result of your relationship with one or more of our clients; and
 - e) when you visit or use our websites and/or online services including communicating with us via emails, instant messaging, telephone, etc.

○ Sources of Information

- We will collect information directly from you, from our service providers, from our clients and/or their counterparties and authorised representatives.
- We may also collect information from third parties such as regulatory authorities, and other legal persons including government agencies, information or service providers, consult publicly available records, etc.
- We may also collect personal information about your other dealings with us and our clients, including any contact we have with you in person, by emails, instant messaging, telephone, online, and any other means.
- Online Services

When you use our online services, we may collect the following:

- a) information you provide on our websites;
- b) information you provide to us if you contact us via emails, instant messaging, telephone, online, and any other means; and
- c) details of visits made to our websites or other online services such as the volume of traffic received, logs (including, the internet protocol (IP) address and location of the device connecting to the websites or other online services and other identifiers about the device and the nature of the visit), and the resources accessed.

○ Sensitive Personal Data or Information

- Under the the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“SPDI Rules”), as amended, substituted, or re-enacted from time to time; sensitive personal personal data or information of a person means such personal information which consists of information relating to;—
 - (i) password;
 - (ii) financial information such as Bank account or credit card or debit card or other payment instrument details;
 - (iii) physical, physiological and mental health condition;
 - (iv) sexual orientation;
 - (v) medical records and history;
 - (vi) Biometric information;
 - (vii) any detail relating to the above clauses as provided to body corporate for providing service; and
 - (viii) any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise:

provided 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 data or information for the purposes of these rules.

- It is clarified that the Chambers of Advocate Aivan Raj is not a body corporate and therefore, the SPDI Rules have limited or no applicability to us.
- Sharing of ‘sensitive personal personal data or information’ with us is not advised in any event and is generally not required - **except** where required for disclosure before the appropriate authority, or acting under the direction of the appropriate authority, or if required in connection with any transaction or engagement whether in respect of legal services retained by any legal person or otherwise.
 - a) In all such instances, your decision to disclose such information to us is considered voluntary and with your express consent and/or under lawful obligation or duty; and
 - b) You are also taken to understand the inherent cyber security risks to the use of the internet and agree that we do not accept any liability for any loss or damage caused by virus or other malware, or the unauthorised access of information (including to your ‘sensitive personal personal data or information’) gained by malevolent actors, and that you do not expect that we adopt extraordinary or non-standard security practices which are not adopted by comparable legal practices.
- Use of Information
 - We use the information (including personal information and sensitive personal data or information)/the Information for, *inter alia*, the following purposes (“the Purposes”):
 - a) To operate and/or improve our websites and services offered in order to foster a positive user experience and to improve our services as a whole;
 - b) To analyse data, track trends, build algorithms, create databases for rating and other systems, recommendations, search engines, etc.;
 - c) To conduct audits and quality assessment procedures;
 - d) To analyse the use of our websites and troubleshooting problems in relation to our websites;
 - e) For frequency capping, compliance, information reporting or delivery;
 - f) For internal purposes such as record keeping, accounting and compliance with relevant taxation, anti-money laundering,

anti-corruption and other applicable laws, and legal or regulatory obligations;

- g) For risk management or professional obligations;
 - h) For research purposes;
 - i) For the purposes of recording information including dates, times and locations from which our websites have been accessed by using various tracking technologies and thereby improve our website and user experience by providing relevant information based on the above;
 - j) To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, or as otherwise required by law;
 - k) To communicate the said information to you or any other person interested in you and has engaged us or is engaged by us for the provision of professional legal or other services (and such disclosure is not barred by the Bar Council of India Rules or the Indian Evidence Act, 1872);
 - l) To maintain our relationship with you or any legal person you work for;
 - m) To contact you from time to time to record to alert any potential developments in our website and services that may be offered; and
 - n) To protect, establish, exercise or defend our legal rights or the rights of those persons in whom we are interested (including, as the case may be, you).
- We may transfer the Information to third parties, including parties outside India, for the Purposes (as stated above).
 - The use of information by websites not controlled by us but linked in our website or through which you have accessed our website (*such as Google, LinkedIn, Yahoo, Youtube, etc.*) are governed by the policies of those websites and you are advised to review the same prior to accessing those websites. We are not liable for any loss or injury caused to you or any other person by the use of the aforementioned websites, and we shall not be made a party to any such dispute between you and an externally controlled website.
 - Important Guidance
 - a) Under the Indian Evidence Act, 1872, professional communications to attorneys and legal advisers (including their

interpreters, clerks or servants) by a client is prohibited from disclosure without the express consent of the said client.

- b) However, the said prohibition is not absolute and there are multiple exceptions as provided under the Indian Evidence Act, 1872 itself including in respect communication made in furtherance of any illegal purposes (*such as commission of offences in the future*) and also in respect of volunteering evidence (*such as waiver of privilege on volunteering evidence if particulate questions are posed by the party himself*). The illustrations provided under Section 126 of the Indian Evidence Act, 1872 are as follows:

“(a) A, a client, says to B, an attorney — “I have committed forgery and I wish you to defend me.” As the defence of a man known to be guilty is not a criminal purpose, this communication is protected from disclosure.

(b) A, a client, says to B, an attorney — “I wish to obtain possession of property by the use of a forged deed on which I request you to sue.” This communication, being made in furtherance of a criminal purpose, is not protected from disclosure.

(c) A, being charged with embezzlement, retains B, an attorney, to defend him. In the course of the proceedings, B observes that an entry has been made in A’s account book, charging A with the sum said to have been embezzled, which entry was not in the book at the commencement of his employment. This being a fact observed by B in the course of his employment, showing that a fraud has been committed since the commencement of the proceedings, it is not protected from disclosure.”

- c) It is reiterated that no information on this website acted upon, or otherwise, creates any attorney-client relationship or any other legal relationship between you and us or any other person. Further, any attorney-client relationship through other communications is not automatic and would require active assent on our part.
- d) However, subject to interpretation, certain protections under the Indian Evidence Act, 1872 in respect of professional communications to attorneys and legal advisers may be applicable to those who have in good faith disclosed information with intent to create an attorney-client relationship with us without actually and finally creating any such relationship (*due to conflict of interest, non-acceptance of the terms of engagement by any of the*

parties, legal and practical impediments, etc.). We reserve the full and final right to deem whether any information disclosed to us is made bona fide and thereby entitled to legal protection (subject to interpretation) or is made mala fide to prejudice our existing clients or our firm generally, or made maliciously to preempt litigation in such a manner as could only be construed as being abusive, and thus not entitled to legal protections for falling outside the purview of Section 126 of the Indian Evidence Act, 1872 and related legislative provisions.

○ Authentication of Information

- Where deemed expedient, we may initiate steps to authenticate any information provided to us.
- If any information provided to us is found to be false, then the provider of such information may be held liable for any direct or indirect loss or damage incurred by us or our clients or any other relevant person on account of such false information. We may, at our sole discretion, elect to assign our right under this clause to any such client or other relevant person. This clause, however, shall not operate to create any right in any third party against us.

○ Retention of Information

- We retain your information as deemed expedient by us in the context of your relationship with us, and subject to legal obligations and technical feasibility, we may, at our sole discretion, delete or destroy any information provided by you to us, in any of the following circumstances:
 - a) On our own motion; or
 - b) If so explicitly requested by you and agreed by us in writing; or
 - c) If so directed by any relevant body or authority.
- The retained information will be used for the Purposes as above (and as amended from time to time).

○ Security of Information

- We adopt reasonable security practices equivalent to comparable professional legal practices.
- However, in spite of the same, we may not be able to prevent sophisticated cyber security attacks (including malware or virus) from affecting our websites, servers, systems, emails, and communications. In addition to the

same, we may not be able to reasonably prevent malicious actors from accessing the Information, and/or our servers, systems, emails, and communications through means other than a cyber security breach.

- You are taken to understand and accept that we are not liable for any loss or damage caused by such cybersecurity attacks or other breach, or the unauthorised access of information (including to your ‘sensitive personal personal data or information’) gained by responsible persons. Further, you are taken to understand and accept that you do not expect that we adopt extraordinary or non-standard security practices which are not adopted by comparable legal practices.
- It is also clarified that we shall not be responsible for any breach of security or for any actions of any third parties including but not limited to acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, breach of security and encryption, etc.

○ Cookies

- Cookies are small text files that are stored on internet-enabled devices by the websites you visit. They are widely used in order to make websites work and to improve their efficiency, as well as to provide website usage information to the website owner/us and relevant third party service providers.
- Generally, cookies are classified into strictly necessary cookies, performance cookies and targeting cookies. All three categories of cookies may be auto-enabled on our websites.
- As this website is presently at a formative stage, various options in relation to cookies are in the process of development and deployments. Notwithstanding the same, the collection of information, purpose, retention and use remain the same as disclosed in the other parts of this ‘Terms of Use & Privacy Policy’.
- It is understood that we may use third party cookies such as Google Analytics, etc. for the Purposes (as defined above).
- You may alter or adjust your browser settings, including settings in particular to our websites (site settings) to enable or disable certain cookies, as per the sophistication of your browser. It is gently reminded that disabling certain cookies may impair the functionality and ease of access or general use of our websites.

> For more information on managing/clearing your cookies, you may consider referring to the following websites:

1. Safari:

- a. Mac:
<https://support.apple.com/en-in/guide/safari/sfri11471/mac>
- b. iPhone, iPad, or iPod touch:
<https://support.apple.com/en-in/HT201265>
2. Google Chrome:
<https://support.google.com/chrome/answer/95647?hl=en>
3. Mozilla Firefox:
<https://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-your-computer?redirectlocale=en-US&redirectslug=Cookies>
4. DuckDuckGo:
<https://duckduckgo.com/privacy#:~:text=Information%20Collected%20%5Btop%5D-,At%20DuckDuckGo%2C%20no%20cookies%20are%20used%20by%20default.,in%20a%20personally%20identifiable%20way.>
5. Microsoft Edge:
<https://support.microsoft.com/en-us/microsoft-edge/delete-cookies-in-microsoft-edge-63947406-40ac-c3b8-57b9-2a946a29ae09>

IV. MISCELLANEOUS

- Access to the Website and Provision of Services
 - We may at our sole discretion, and subject to legal obligations and technical feasibility, deny access to our websites and/or refuse provision of any services to:
 - a) any person who is, in our subjective opinion, a malicious actor and uses or intends to use our websites/services in a manner as to prejudice our interests, the interests of our clients, or any other relevant person.
 - b) any person who, either directly or indirectly, has breached this ‘Terms of Use & Privacy Policy’ or any other terms of engagement with us;

- c) any person whose association with us is considered undesirable or no longer desirable;
 - d) any person for any other reason; and
 - e) any person without providing any reason.
- Access from Shared Devices
 - In the event you are accessing this website on a shared computer/tablet/mobile device, we would strongly recommend that you clear your recent browsing history, cookies and cache from your internet browser and re-access the website so that you may review our disclaimer and accept this 'Terms of Use & Privacy Policy'. We disclaim all liability in the event of non-compliance on your part in this regard.
- GDPR and compliance with extraterritorial laws
 - This website and our services are offered in compliance with the **laws of the Republic of India solely and exclusively**.
 - Data subjects of other jurisdictions are not authorised to access this website and no liability is assumed in connection with any unauthorised use of this website.
- Dispute Resolution
 - This website and these 'Terms of Use & Privacy Policy' are governed and construed exclusively in accordance with the laws of the Republic of India and the **courts at Ernakulam, Kerala, India shall have sole and exclusive jurisdiction** in respect of all matters pertaining to this website, our services, and these 'Terms of Use & Privacy Policy'.
- Links to Other Websites
 - This website may contain links to websites operated by other parties. These links are provided as a matter of convenience and are not under our control. We are not responsible for any information or content on such websites and you must review and agree to the terms and conditions of these sites before using these sites.
 - We do not assume any liability for your use of these websites or for the content of these websites.
- Specific Performance and Injunctive Relief
 - You hereby acknowledge and agree that we will be irreparably injured in the event of a breach by you of any of the provisions of this 'Terms of Use & Privacy Policy' and monetary damages will not be an adequate remedy

for any such breach; and consequently, we will be entitled to injunctive relief, in addition to any other remedies that we may have, in the event of any such breach.

○ Reservation of Rights

- No forbearance, indulgence, relaxation or inaction by us at any time, to require performance of any of the provisions of this ‘Terms of Use & Privacy Policy’ shall, in any manner, affect, diminish or prejudice our right to require performance of that provision at a later point in time.

○ Partial Invalidity

- If any provision of this ‘Terms of Use & Privacy Policy’ is held to be invalid or unenforceable to any extent, the remainder of this ‘Terms of Use & Privacy Policy’ shall not be affected and each provision of this ‘Terms of Use & Privacy Policy’ shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this ‘Terms of Use & Privacy Policy’ shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

V. MODIFICATION AND REVISION

- We may make changes to the website and the content and/or the services described on the website at any time without any prior notice.
- This ‘Terms of Use & Privacy Policy’ may be modified or revised at any time. Any such modification or revision of this ‘Terms of Use & Privacy Policy’ will, where desirable to us and practicable, be with retrospective effect and by using this website you consent to the same.
- In the event of a change in the law in India or other applicable law, you hereby expressly consent to our continued use, storage, collection and disclosure of your information including personal information to the fullest extent permitted under such applicable law. If we request you to grant us any additional consents and approvals as required under the amended law, you will be required to comply with such requests for continued access to our websites and other services.

VI. EXCLUSION OF LIABILITY AND INDEMNITY

- Liability

- We disclaim all liability, whether based in contract, tort (including negligence), strict liability or otherwise, and further disclaims all losses, including without limitation indirect, incidental, consequential, or special losses and damages arising out of or in any way connected with access to or use of this website, connected websites, linked websites or the content in any of them.
- Indemnity
 - You agree to indemnify, defend and hold us, our affiliates, and employees harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, due to or arising out of your use of this website and/or breach of this 'Terms of Use & Privacy Policy'.

VII. CONTACT

- If you wish to reach out to us for any reason:
 - You may write to us at: Chambers of Advocate Aivan Raj, Manikkiri Road, Pallimukku, Kochi - 682 016, India.
 - Or in the alternate, you may email us at: <<< legal@rajchambers.com >>>.
- Kindly note that no representation or warranty is made as to the certainty of a response or any estimated response time.

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