DRIVER PRIVACY POLICY

Table of Contents

SAARATHI SETU PLATFORM

1. INTRODUCTION AND SCOPE

2. DEFINITIONS

3. DATA WE COLLECT

4. HOW WE USE YOUR DATA

5. CORE AUTOMATED PROCESSES

6. DATA SHARING AND DISCLOSURE

7. DATA RETENTION AND DELETION

8. DATA SECURITY AND PROTECTION

9. YOUR RIGHTS AND CHOICES

10. LOCATION DATA AND TRACKING

11. COOKIES AND TRACKING TECHNOLOGIES

12. DATA TRANSFERS AND CROSS-BORDER PROCESSING

13. CHILDREN'S PRIVACY

14. THIRD-PARTY LINKS AND SERVICES

15. SPECIAL PROVISIONS

16. DISPUTE RESOLUTION AND GOVERNING LAW

17. POLICY UPDATES AND MODIFICATIONS

18. CONTACT INFORMATION

19. ACKNOWLEDGMENT AND CONSENT

20. DEFINITIONS AND INTERPRETATIONS

APPENDIX A: DATA CATEGORIES AND PROCESSING PURPOSES

APPENDIX B: THIRD-PARTY DATA PROCESSORS

APPENDIX C: YOUR DATA RIGHTS QUICK REFERENCE

APPENDIX D: GLOSSARY OF TERMS

SAARATHI SETU PLATFORM

1. INTRODUCTION AND SCOPE

1.1 About This Policy

This Driver Privacy Policy ("Policy") describes how Saarathi Setu and its affiliates ("Saarathi Setu," "we," "our," or "us") collect, use, store, share, and protect personal data and information relating to driver partners ("Driver," "you," or "your") who use the Saarathi Setu platform to provide transportation, mobility, and delivery services.

This Policy has been drafted in accordance with the Information Technology Act, 2000, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, the Digital Personal Data Protection Act, 2023 ("DPDP Act"), and other applicable data protection laws in India.

1.2 Acceptance and Consent

By registering as a Driver on the Saarathi Setu platform, clicking "I Accept," or using our services, you:

- Acknowledge that you have read and understood this Policy
- Consent to the collection, use, storage, and disclosure of your personal data as described herein
- Agree that this Policy forms an integral part of your Driver Partner Agreement with Saarathi Setu

If you do not agree to this Policy, please do not register, access, or use the Saarathi Setu platform.

1.3 Who We Are

Saarathi Setu operates as a technology platform connecting passengers with independent driver partners for intercontinental travel, sustainable mobility, and AI-powered transportation services. We are committed to protecting your privacy and handling your personal

data with transparency, security, and in compliance with applicable laws.

Data Controller: [Insert Company Legal Name]
Registered Office: [Insert Complete Address]
Contact Email: privacy@saarathisetu.org
Data Protection Officer: dpo@saarathisetu.org
Grievance Officer: grievance@saarathisetu.org

2. DEFINITIONS

For the purposes of this Policy, the following terms shall have the meanings assigned below:

"Account" means the driver account created by Saarathi Setu for you upon successful verification of your Registration Data.

"Applicable Laws" means all applicable statutes, enactments, laws, ordinances, rules, regulations, notifications, guidelines, policies, directions, and orders of any governmental authority, tribunal, board, or court in India, including but not limited to the DPDP Act, 2023.

"Booking" means an accepted service request from a customer through the Saarathi Setu platform. **"Customer"** means a person who requests and receives transportation or mobility services through the Saarathi Setu platform. **"Device"** means your mobile device (smartphone or tablet) on which the Saarathi Setu Driver App is installed and used.

"Driver App" or **"Application"** means the Saarathi Setu mobile application interface through which you access and use the platform services.

"Personal Data" means any information relating to an identified or identifiable individual, including but not limited to name, contact details, location data, financial information, biometric data, and usage information.

"Platform" means the Saarathi Setu technology platform, including mobile applications, websites, and related digital interfaces.

"Sensitive Personal Data" includes passwords, financial information, health data, biometric information, sexual orientation, and any other data classified as sensitive under Applicable Laws.

"Service" means the transportation, mobility, or delivery services you provide to Customers through the Saarathi Setu platform.

"Third-Party Service Providers" means external vendors, partners, and service providers engaged by Saarathi Setu to support platform operations.

3. DATA WE COLLECT

Saarathi Setu collects various categories of personal data to enable you to provide services through our platform and to ensure safety, security, and operational efficiency.

3.1 Data You Provide During Registration

When you register as a Driver on the Saarathi Setu platform, we collect:

Identity and Contact Information:

- Full legal name (as per government-issued ID)
- Date of birth
- Gender identity
- Residential address (current and permanent)
- Mobile phone number(s)
- Email address
- Photograph (profile picture)
- Emergency contact information

Government-Issued Documents:

- Driver's License (number, issue date, expiry date, issuing authority)
- Aadhaar Card number and details
- PAN Card details
- Passport (if applicable)
- Voter ID or other government-issued identification
- Address proof documents

Vehicle Information:

- Vehicle registration certificate (RC)
- Vehicle make, model, year of manufacture
- Vehicle identification number (VIN/chassis number)
- License plate number
- Vehicle color and photographs
- Vehicle insurance details (policy number, provider, validity period)
- Pollution Under Control (PUC) certificate
- Permit details (if applicable)
- Fitness certificate

Professional Credentials:

- Previous driving experience
- Commercial driving permits or badges
- Professional references
- Employment history (if applicable)

Financial Information:

- Bank account details (account number, IFSC code, account holder name)
- UPI ID
- Payment wallet information
- Tax identification details (GST registration, if applicable)
- PAN card for tax compliance

3.2 Verification and Background Check Data

To ensure safety and compliance, we collect data through verification processes:

- Police verification reports
- Criminal background check results
- Driving record and violation history
- Court records (if applicable)
- Previous employer verification
- Credit history (if applicable for fleet financing)
- Biometric verification data (fingerprints, facial recognition)

3.3 Data Collected During Service Provision

When you are actively providing services through the Saarathi Setu platform, we automatically collect:

Location Data:

- Real-time GPS location while the Driver App is active
- Route information during trips
- Pickup and drop-off locations
- Location data when the app is running in the background (if permitted)
- Approximate location when precise location is disabled
- Location history and travel patterns

Trip and Service Data:

- Trip start and end times
- Trip duration and distance
- Route taken during trips
- Number of trips completed
- Service type (e.g., intercity, local, premium)
- Fare and payment information
- Customer feedback and ratings
- Trip cancellations and reasons
- Idle time and availability status

Device and Technical Data:

- Device type, model, and operating system
- Unique device identifiers (IMEI, device ID)
- IP address
- Mobile network information
- App version and updates
- Device settings and preferences
- Crash reports and diagnostic data
- Battery level and charging status (for fleet management)

Usage and Performance Data:

- App usage patterns and frequency
- Features accessed
- Time spent on the platform
- Login and logout times
  Online/offline status
- Acceptance and rejection rates
- Response time to booking requests
- Driving behavior metrics (speed, braking, acceleration)

3.4 Communication Data

We collect records of communications between you and:

- Customers (call logs, message timestamps, duration)
- Saarathi Setu customer support (emails, chat logs, call recordings)
- Saarathi Setu operations team (notifications, alerts, instructions)
- Other drivers (if applicable to platform features)

Note: While we log metadata about communications, we do not record or store the content of calls or messages between you and Customers unless required for safety, security, or legal compliance.

3.5 Data from Third-Party Sources

We may receive data about you from external sources, including:

- Insurance providers (policy validation, claims information)
- Financial institutions (credit checks, loan information for fleet financing)
- Background verification agencies
- Government databases (license validation, vehicle registration)
- Mapping and navigation service providers
- Fleet partners or vehicle lessors (if applicable)
- Other drivers or referral sources
- Law enforcement agencies (as required by law)

3.6 Voluntary Information

You may voluntarily provide additional information such as:

- Preferences for service types or areas
- Language preferences
- Accessibility needs
- Training and certification records
- Participation in driver programs or incentives
- Survey responses and feedback
- Content posted on driver forums or communities

4. HOW WE USE YOUR DATA

Saarathi Setu uses your personal data for the following purposes, based on legitimate business interests, contractual necessity, consent, and legal obligations.

4.1 Platform Operations and Service Delivery

To Enable Service Provision:

- Create and maintain your Driver Account
- Match you with Customer service requests based on location, availability, and preferences
- Facilitate communication between you and Customers
- Calculate and process trip fares and earnings
- Provide navigation and route optimization
- Display your information to Customers (name, photo, vehicle details, ratings)
- Enable service features (in-app chat, calling, navigation)

To Process Payments and Financial Transactions:

- Calculate your earnings based on trips completed
- Process payments to your registered bank account or payment wallet
- Manage incentives, bonuses, and promotional earnings
- Deduct applicable fees, commissions, and charges
- Generate invoices and payment receipts
- Comply with tax obligations (TDS deduction, GST compliance)
- Facilitate fleet financing or vehicle lease arrangements

4.2 Safety, Security, and Fraud Prevention

To Maintain Platform Safety:

- Verify your identity and credentials
- Conduct background checks and ongoing verification
- Monitor driving behavior and service quality
- Detect and prevent fraudulent activities
- Investigate safety incidents, accidents, and complaints
- Enable emergency features and emergency response
- Share your information with law enforcement when required
- Implement AI-powered safety monitoring
- Detect account takeovers and unauthorized access
- Identify patterns of suspicious activity

To Ensure Compliance:

- Verify validity of licenses, permits, and insurance
- Monitor compliance with platform policies and standards
- Enforce Driver Partner Agreement terms
- Respond to legal requests and regulatory requirements
- Conduct audits and quality assessments

4.3 Customer Support and Communication

To Provide Support Services:

- Respond to your inquiries and requests
- Troubleshoot technical issues
- Resolve disputes and complaints
- Provide training and educational resources
- Send operational notifications and alerts
- Communicate policy updates and changes
- Facilitate driver community engagement

To Send Communications:

Service-related notifications (trip requests, confirmations, updates)
Account-related alerts (payment confirmations, document expiry warnings)

Safety and security notifications

Promotional offers and incentive programs (with consent)

Platform updates and feature announcements

Training and educational content

Survey requests and feedback forms

4.4 Platform Improvement and Analytics

To Enhance User Experience:

Analyze usage patterns and service performance

Conduct research and development

Test new features and functionalities

Improve matching algorithms and pricing models

Optimize route recommendations

Personalize your platform experience

Train machine learning models and AI systems

To Measure Performance:

Generate performance reports and dashboards

Calculate key performance indicators (KPIs)

Benchmark service quality metrics

Identify areas for improvement

Monitor system performance and reliability

4.5 Marketing and Business Development

With Your Consent:

Send promotional communications about platform features

Offer personalized incentives and bonuses

Share information about driver programs and benefits

Conduct marketing campaigns and referral programs

Engage you in brand-building activities

Request testimonials and case studies

4.6 Legal and Regulatory Compliance

To Meet Legal Obligations:

Respond to legal process and government requests

Comply with tax laws and regulations

Report to regulatory authorities as required

Investigate and defend against legal claims

Enforce our terms and policies

Protect our legal rights and interests

Maintain records as required by law

5. CORE AUTOMATED PROCESSES

Saarathi Setu relies on automated processes and algorithms to enable essential platform functions. Understanding these processes is important to your use of our platform.

5.1 Driver-Customer Matching

How It Works:

Our AI-powered matching algorithm automatically pairs you with Customer service requests based on multiple factors:

- Your real-time location and proximity to pickup point
- Customer's pickup and destination locations
- Your availability status (online/offline)
- Traffic conditions and estimated time of arrival
- Historical acceptance rates and preferences
- Service type compatibility (vehicle category, accessibility features)
- Customer preferences and requirements
- Platform efficiency optimization

What This Means for You:

The matching process determines which service requests you receive. While the algorithm aims to distribute opportunities fairly, factors like location, availability, and acceptance rates influence the frequency and type of requests you receive.

Your Control:

You can influence matching by:

- Setting your service areas and preferences
- Maintaining online status when available for work
- Accepting service requests promptly
- Providing quality service to maintain good ratings

5.2 Dynamic Pricing and Earnings Calculation

How It Works:

Our pricing algorithm automatically calculates trip fares and your earnings based on:

- Base fare rates
- Distance traveled and time duration
- Traffic conditions and route taken
- Demand and supply dynamics (surge pricing when applicable)
- Service type and vehicle category
- Promotional discounts or incentives
- Tolls, parking fees, and additional charges
- Applicable taxes and fees

What This Means for You:

Fares and earnings may vary based on real-time factors. The algorithm ensures transparent calculation aligned with our published rate cards and policies.

Your Access:

You can view detailed fare breakdowns for each trip through the Driver App, including all components of your earnings and deductions.

5.3 Performance Evaluation and Quality Scoring

How It Works:

Automated systems continuously evaluate your service quality based on:

- Customer ratings and feedback
- Trip completion rates
- Cancellation rates and patterns
- Response time to service requests
- Compliance with platform policies
- Safety incident reports
- Driving behavior metrics (if telematics enabled)

What This Means for You:

Your performance scores may affect:

- Access to certain service types or incentive programs

- Priority in matching algorithms
- Eligibility for bonuses and rewards
- Account standing and continued platform access

Fairness Measures:

- Performance metrics are averaged over time
- You receive notifications about performance concerns
- You can view your scores and feedback through the Driver App
- You have the right to contest incorrect evaluations

5.4 Fraud Detection and Risk Management

How It Works:

AI and machine learning models monitor platform activity to detect:

- Unusual login patterns or account access
- Anomalous trip patterns or routing
- Suspicious payment activities
- Potential fraudulent claims
- Policy violations
- Safety risk indicators

What This Means for You:

If suspicious activity is detected, we may:

- Request additional verification
- Temporarily restrict account access
- Conduct investigations
- Take action as per our policies

Your Rights:

You will be notified of any account restrictions and have the right to appeal and provide explanations.

5.5 Human Oversight and Appeals

While we rely on automated processes, human review is available for:

- Disputed performance evaluations
- Account suspension appeals
- Fraud investigation outcomes
- Significant incidents or complaints

You may contact our Grievance Officer or Data Protection Officer if you have concerns about automated decision-making affecting your account.

6. DATA SHARING AND DISCLOSURE

Saarathi Setu shares your personal data in specific circumstances to enable platform operations, ensure safety, and comply with legal obligations.

6.1 Sharing with Customers

When you accept a service request, we share the following information with the Customer:

- Your first name and last initial (or full first name)
- Your photograph (profile picture)
- Your average rating and total trips completed
- Vehicle make, model, color, and license plate number
- Real-time location and estimated time of arrival
- Your mobile number (for trip-related communication only)

Purpose: To enable Customers to identify you and your vehicle, track your arrival, and communicate regarding the trip.

Limitation: Customers can contact you only for trip-related purposes. We prohibit misuse of your contact information.

6.2 Sharing with Saarathi Setu Affiliates and Subsidiaries

We may share your data with Saarathi Setu group companies and affiliates for:

- Centralized operations and support
- Data processing and analytics
- Technology infrastructure maintenance
- Product development and innovation
- Group-level compliance and reporting

Data Protection: All affiliates are bound by equivalent data protection obligations.

6.3 Sharing with Third-Party Service Providers

We engage trusted third-party service providers to support platform operations, including:

Technology and Infrastructure Providers:

- Cloud storage and hosting services (e.g., AWS, Google Cloud)
- Mapping and navigation services (e.g., Google Maps)
- Communication services (SMS, email, push notifications)
- Analytics and business intelligence platforms

Payment and Financial Services:

- Payment processors and gateways
- Banking partners for fund transfers
Tax compliance service providers
- Accounting and financial reporting firms

Verification and Security Services:

- Background verification agencies
- Identity verification platforms
- Insurance providers
- Fraud detection and prevention services

Support and Operations:

- Customer support platform providers
- Training and onboarding service providers
- Marketing and communication tools
- Legal, audit, and consulting firms

Data Processing Agreements: All third-party service providers are contractually obligated to:

- Use your data only for specified purposes
- Maintain appropriate security safeguards
- Comply with data protection laws
- Not disclose your data to unauthorized parties

6.4 Sharing with Business Partners

We may share data with:

Fleet Partners and Vehicle Providers:

- If you lease or finance a vehicle through platform partners
- For maintenance and service support
- For insurance claim processing

Financial Institutions:

- For credit assessment (with your consent)
- For loan disbursement and repayment

For financial product offerings

Insurance Companies:

For policy issuance and validation

For claims processing and settlement

For risk assessment and underwriting

6.5 Sharing for Safety and Legal Compliance

Law Enforcement and Government Authorities:

We may share your data with police, courts, and regulatory bodies when:

Required by law, court order, or legal process

Necessary to respond to lawful requests

Required to investigate or prevent criminal activity

Needed to protect safety of individuals or public

Mandated for regulatory compliance or reporting

Emergency Services:
In emergency situations, we may share your data with:

Emergency response services (police, ambulance, fire)

Hospitals and medical facilities

Emergency contacts designated by you

Safety Incidents:

We share relevant data when investigating:

Traffic accidents involving you or Customers

Safety complaints or incidents

Allegations of misconduct

Insurance claims related to platform activities

6.6 Business Transfers and Restructuring

In the event of a merger, acquisition, reorganization, or sale of assets, your data may be transferred to the successor entity, subject to:

Continued compliance with this Privacy Policy

Notice to you of any material changes

Your rights to access, correct, or delete data

6.7 Aggregated and De-identified Data

We may share aggregated, anonymized, or de-identified data that cannot reasonably identify you with:

Research institutions

Industry partners

Government agencies

Public reports and publications

Examples: Overall platform usage statistics, average trip distances, popular routes (without personal identifiers).

6.8 Data Sharing with Your Consent

We will obtain your explicit consent before sharing your data for purposes not covered in this Policy, such as:

Participation in research studies

Testimonials and marketing materials

Third-party promotional partnerships

New platform features or services

7. DATA RETENTION AND DELETION

7.1 Retention Principles

Saarathi Setu retains your personal data only for as long as necessary to:

- Fulfill the purposes for which it was collected
- Comply with legal, regulatory, and contractual obligations
- Resolve disputes and enforce agreements
- Maintain safety and security

7.2 Retention Periods

Different categories of data are retained for varying periods:

Active Account Data:

- Retained for the duration of your active Driver Account
- Includes profile information, vehicle details, credentials

Trip and Transaction Data:

- Retained for a minimum of 7 years for tax and accounting compliance

Includes trip details, earnings records, invoices, payment information

Communication Records:

- Call metadata: 1 year
- Customer support communications: 3 years
- Legal and compliance communications: Duration of matter + 3 years

Verification and Background Check Data:

- Retained for duration of account + 3 years
- May be re-verified periodically during active service

Location Data:

- Trip-related location: Retained with trip records (7 years)
- Real-time location: Retained for 24 hours unless part of trip record

Performance and Ratings Data:

- Retained for duration of account + 1 year
- Used for performance evaluation and dispute resolution

7.3 Account Deletion and Data Erasure

You have the right to request deletion of your Driver Account and associated data.

How to Request Deletion:

- Through the Driver App: Settings > Privacy > Delete Account
- By emailing: privacy@saarathisetu.org
- By contacting our Grievance Officer

Deletion Process:

Upon receiving your deletion request:

1. We will verify your identity
2. Process deletion within 90 days
3. Notify you of completion
4. Provide confirmation of data erasure

Exceptions to Deletion:

Certain data may be retained beyond account deletion for:

- Legal compliance (tax records, regulatory filings): 7 years
- Pending legal proceedings: Until resolution + applicable statute of limitations
- Outstanding financial obligations: Until settlement
- Fraud prevention and safety: As required for ongoing investigations
- Backup systems: Up to 6 months (then permanently deleted)

Partial Deletion:

If full deletion is not possible due to legal requirements, we will:

- Delete all data not subject to retention obligations
- Isolate and restrict access to retained data
- Limit processing of retained data to specific legal purposes

7.4 Data Archival

After account deletion or termination:

- Active data is removed from production systems within 30 days
- Archived data is stored securely with restricted access
- Automated deletion protocols remove archived data after retention periods expire

8. DATA SECURITY AND PROTECTION

Saarathi Setu is committed to protecting your personal data through robust technical, organizational, and administrative safeguards.

8.1 Technical Security Measures

Encryption:

- Data in transit: TLS/SSL encryption for all data transmissions
- Data at rest: AES-256 encryption for stored sensitive data
- End-to-end encryption for sensitive communications

Access Controls:

- Role-based access control (RBAC) limiting data access to authorized personnel
- Multi-factor authentication (MFA) for system access
- Regular access reviews and permission audits
- Automated session timeouts and re-authentication requirements

Network Security:

- Firewalls and intrusion detection/prevention systems (IDS/IPS)
- Regular vulnerability assessments and penetration testing
- DDoS protection and traffic monitoring
- Secure network architecture with data segregation

Application Security:

- Secure coding practices and code reviews
- Regular security audits and testing
- Automated security scanning and patching
- Secure API design and authentication

8.2 Organizational Security Measures

Data Governance:

- Dedicated Data Protection Officer overseeing compliance
- Privacy-by-design principles in product development
- Regular privacy impact assessments
- Data classification and handling procedures

Employee Training and Awareness:

- Mandatory data protection training for all employees
- Confidentiality agreements and code of conduct
- Need-to-know access principles
- Background verification for employees handling sensitive data

Vendor Management:

- Due diligence assessment of third-party processors
- Data processing agreements with security requirements
- Regular vendor security audits and compliance reviews
- Incident response and breach notification protocols

8.3 Physical Security

- Secure data centers with 24/7 monitoring
- Restricted physical access to servers and infrastructure
- Environmental controls and disaster recovery capabilities
- Secure disposal of hardware and storage media

8.4 Monitoring and Incident Response

Continuous Monitoring:

- Real-time threat detection and alerting
- Log monitoring and security information and event management (SIEM)
- Anomaly detection for unusual access patterns
- Regular security audits and compliance assessments

Incident Response:

- Dedicated incident response team and procedures
- Breach notification protocols compliant with DPDP Act
- Forensic investigation capabilities
- Remediation and corrective action processes

8.5 Data Breach Notification

In the event of a personal data breach that may pose a risk to your rights:

Notification to Authorities:

- We will notify the Data Protection Board of India within 72 hours of discovering the breach
- Provide details of the breach, affected data, and mitigation measures

Notification to You:

- We will notify you promptly if the breach is likely to result in high risk to you
- Provide information about the breach, data affected, and recommended actions
- Offer support and assistance to mitigate potential harm

Communication Channels:

- Email to your registered email address
- In-app notifications
- SMS to registered mobile number
- Public notice on our website (for widespread breaches)

8.6 Your Role in Security

You also play a crucial role in protecting your data:

Protect Your Login Credentials:

- Use a strong, unique password
- Do not share your password or OTP with anyone
- Log out after each session on shared devices

Secure Your Device:

- Keep your mobile device and app updated
- Use device lock features (PIN, biometric)
- Install security software and avoid untrusted apps
- Be cautious of phishing attempts

Report Suspicious Activity:

- Immediately report unauthorized access to your account
- Notify us of suspicious communications claiming to be from Saarathi Setu
- Contact support if you notice unusual account activity

Note: Saarathi Setu staff will never ask you for your password, OTP, or banking credentials. If you receive such requests, do not respond and report to security@saarathisetu.org

9. YOUR RIGHTS AND CHOICES

Under the Digital Personal Data Protection Act, 2023, and other applicable laws, you have specific rights regarding your personal data.

9.1 Right to Access

You have the right to access your personal data held by Saarathi Setu.

What You Can Access:

- Profile and account information
- Trip history and earnings records
- Ratings and performance data
- Communication records
- Data processing activities

How to Access:

- Through the Driver App: Settings > Privacy > My Data
- By submitting a data access request to privacy@saarathisetu.org
- By contacting our Data Protection Officer

Response Time: We will respond to access requests within 30 days.

9.2 Right to Correction

You have the right to correct inaccurate or incomplete personal data.

How to Correct:

- Update profile information through the Driver App
- Submit correction requests to support@saarathisetu.org
- Contact customer support for assistance

What Can Be Corrected:

- Contact information (phone, email, address)
- Bank account details
- Vehicle information
- Profile photograph

Verification: For security reasons, certain corrections may require identity verification and supporting documentation.

9.3 Right to Data Portability

You have the right to receive your personal data in a structured, commonly used, and machine-readable format.

How to Request:

- Submit portability request to privacy@saarathisetu.org
- Specify data categories you wish to receive

What You'll Receive:

- Data you provided to us
- Data generated through your use of the platform
- Formatted in JSON or CSV format

Response Time: We will provide portable data within 45 days of request.

9.4 Right to Erasure (Right to be Forgotten)

You have the right to request deletion of your personal data in certain circumstances.

Grounds for Deletion:

- You withdraw consent for processing
- Data is no longer necessary for original purposes
- You object to processing and there are no overriding legitimate grounds
- Data has been unlawfully processed
- Legal obligation requires deletion

How to Request:

- Through Driver App: Settings > Privacy > Delete Account
- By emailing privacy@saarathisetu.org
- By contacting Grievance Officer

Limitations:

- We may retain data required for legal compliance
- Data may be retained for pending legal matters
- Aggregated or de-identified data may be retained

Response Time: Account deletion within 90 days; confirmation of data erasure provided.

9.5 Right to Restriction of Processing

You have the right to request restriction of processing in certain situations:

- You contest the accuracy of your personal data
- Processing is unlawful, but you prefer restriction over deletion
- We no longer need the data, but you require it for legal claims
- You have objected to processing pending verification of overriding grounds

How to Request: Submit restriction request to privacy@saarathisetu.org
Effect: We will store the data but not process it further, except:

- With your consent
- For legal claims or protection of rights
- For protection of another person
- For important public interest reasons

9.6 Right to Object

You have the right to object to processing of your personal data in certain circumstances:

Direct Marketing:

- You may opt out of promotional communications at any time
- Use opt-out links in emails or SMS
- Manage preferences in Driver App: Settings > Notifications
- Contact privacy@saarathisetu.org

Legitimate Interests:

- You may object to processing based on our legitimate interests
- We will cease processing unless we demonstrate compelling legitimate grounds

Automated Decision-Making:

- You may object to decisions based solely on automated processing
- Request human review of automated decisions affecting your account

9.7 Right to Withdraw Consent

Where we process your data based on consent, you may withdraw that consent at any time.

How to Withdraw:

- Through app settings and privacy controls

By emailing privacy@saarathisetu.org

By contacting Data Protection Officer

Effect:

Withdrawal does not affect lawfulness of processing before withdrawal

We will cease processing based on that consent

Other processing based on different legal grounds may continue

9.8 Right to Nominate

Under the DPDP Act, you may nominate another individual to exercise your rights in case of death or incapacity.

How to Nominate:

Through Driver App: Settings > Privacy > Nominate Representative

By submitting nomination form to privacy@saarathisetu.org

Provide nominee's contact information and consent

9.9 Right to Grievance Redressal

You have the right to lodge complaints regarding our data practices.

Internal Grievance Redressal:

Grievance Officer: [Name]
Email: grievance@saarathisetu.org
Phone: [+91- 9706610108]]
Address: [H no. 12, Ananda Path, Dispur, Guwahati Assam]

Response Time: We will acknowledge complaints within 48 hours and resolve within 30 days.

External Redressal:

If you are not satisfied with our response, you may lodge a complaint with:

Data Protection Board of India
Website: [To be notified upon DPB establishment]
Email: [To be notified]

Process:

1. Submit written complaint to Grievance Officer
2. We investigate and respond within 30 days
3. If unresolved, escalate to Data Protection Officer
4. If still unresolved, file complaint with Data Protection Board

10. LOCATION DATA AND TRACKING

Location data is essential for Saarathi Setu's platform operations. This section provides detailed information about how we collect and use your location data.

10.1 Types of Location Data Collected

Precise Location (GPS):

Real-time latitude and longitude coordinates

Collected when Driver App is active and you are online

Accuracy typically within 5-50 meters

Used for trip matching, navigation, and earnings calculation

Approximate Location:

Cell tower triangulation or Wi-Fi positioning

Used when precise GPS is unavailable or disabled

Lower accuracy (100-1000 meters)

Sufficient for some platform features but may affect trip matching

Location History:

Record of locations over time

Trip routes and patterns

Frequently visited areas

Used for analytics and service optimization

10.2 When We Collect Location Data

While App is Active (Foreground):

Continuously while you are online and available for trips

During active trips from pickup to drop-off

When navigating using in-app navigation

While App is in Background:

When you have enabled background location permission To receive nearby trip requests even when app is not active To provide accurate ETA to customers

To complete trip logging if app is minimized

When App is Closed:

We do not collect location data when the app is completely closed

Location tracking resumes when you open the app and go online

10.3 How We Use Location Data

Essential Platform Functions:

Matching you with nearby service requests

Calculating trip distance and earnings

Providing turn-by-turn navigation

Displaying your real-time location to customers during trips

Verifying trip routes for fare accuracy

Detecting trip deviations or anomalies

Safety and Security:

Emergency response and assistance

Incident investigation and resolution

Fraud detection (identifying fake trips or unusual patterns)

Compliance with service area restrictions

Platform Optimization:

Analyzing demand patterns in different areas

Optimizing trip matching algorithms

Identifying high-demand zones for driver incentives

Improving navigation and routing suggestions

10.4 Sharing Location Data

With Customers:

Real-time location shared during active trips

Estimated time of arrival before pickup

Route taken during trip (for transparency)

With Emergency Services:

If you use in-app emergency features

In response to safety incidents

When required by law enforcement

With Third-Party Services:

Mapping and navigation providers (Google Maps, etc.)

Analytics platforms (aggregated and anonymized)

10.5 Managing Location Permissions

You Have Control:

Device-Level Permissions:

- Manage through your device settings
- Options: Always Allow, While Using App, Never
- Background location permission (separate on some devices)

App-Level Settings:

- Online/Offline toggle controls when location is actively tracked
- Logging out stops real-time location collection

Important Considerations:

Disabling Precise Location:

- Will significantly impact your ability to receive trip requests
- May result in inaccurate fare calculations
- Could affect customer experience and ratings

Disabling Background Location:

- May reduce number of trip requests received
- Will disable notifications for nearby trips when app is minimized
- May affect platform functionality

Best Practice: Enable location permissions while actively working, and disable or log out when not available for trips.

11. COOKIES AND TRACKING TECHNOLOGIES

11.1 Technologies We Use

Cookies:

- Small text files stored on your device
- Used on Saarathi Setu website and web-based driver portal
- Types: Session cookies (temporary) and persistent cookies (stored long-term)

Mobile Device Identifiers:

- Unique identifiers assigned to your mobile device
- Examples: IMEI, Android ID, IDFA (iOS)
- Used for app functionality and analytics

SDKs (Software Development Kits):

- Third-party code integrated into the Driver App
- Provided by analytics, crash reporting, and other service providers
- Collect data for specific purposes (e.g., Firebase, Crashlytics)

Pixels and Beacons:

- Invisible tags in emails and web pages
- Track email opens and web page views
  Used for communication effectiveness

11.2 Purposes of Tracking Technologies

Essential Functions:

- Authentication and account security
- Remembering your preferences and settings
- Enabling core app features
- Session management

Analytics and Performance:

Understanding app usage patterns

Identifying and fixing bugs and crashes

Improving app performance and speed

Testing new features

Personalization:

Customizing your experience based on preferences

Providing relevant content and recommendations

Optimizing interface and features

Advertising and Marketing:

Delivering promotional communications

Measuring effectiveness of campaigns

Retargeting and audience building (with consent)

11.3 Third-Party Tracking

Third-party service providers may use tracking technologies through our app:

Analytics: Google Analytics, Firebase Analytics

Crash Reporting: Crashlytics, Sentry

Marketing: Facebook Pixel, Google Ads

Communication: Push notification services

Important: These third parties have their own privacy policies governing their use of data.

11.4 Managing Tracking Technologies

For Cookies (Web/Portal):

Manage through browser settings

Block or delete cookies as desired

Note: Essential cookies cannot be disabled without affecting functionality

For Mobile App Tracking:

Manage through device settings > Privacy > Tracking (iOS)

Manage through device settings > Google > Ads (Android)

Opt out of personalized ads

Reset advertising identifiers

Opt-Out Options:

Advertising preferences: Settings > Privacy > Advertising

Email tracking: Disable image loading in email client
Analytics: Contact privacy@saarathisetu.org for opt-out

12. DATA TRANSFERS AND CROSS-BORDER PROCESSING

12.1 Data Localization Commitment

In compliance with the Digital Personal Data Protection Act, 2023:

At least one serving copy of your personal data is stored on servers located in India Critical personal data (as may be notified by the Government of India) is processed only within India

12.2 International Data Transfers

Certain data processing activities may involve transfer of your personal data outside India:

Circumstances of Transfer:

Use of global cloud service providers (e.g., AWS, Google Cloud, Azure)

Support from international third-party service providers

- Analytics and business intelligence platforms
- Group companies located outside India

Countries Where Data May Be Transferred:

- United States
- Singapore
- European Union
- United Kingdom
- Other jurisdictions as necessary for platform operations

12.3 Safeguards for International Transfers

When transferring data outside India, we implement appropriate safeguards:

Standard Contractual Clauses (SCCs):

- Legally binding contracts with data recipients
- Approved by European Commission or equivalent
- Ensure adequate level of data protection

Data Processing Agreements:

- Contractual obligations on processors
- Security and confidentiality requirements
- Compliance with Indian and local data protection laws

Adequacy Decisions:

- Transfer to countries recognized as providing adequate protection
- As determined by Government of India or relevant authorities

Encryption and Technical Safeguards:

- Data encrypted in transit and at rest
- Access controls and security measures
- Regular audits and compliance reviews

12.4 Your Rights Regarding Transfers

You have the right to:

- Request information about international transfers of your data
- Obtain copies of safeguards in place (e.g., SCCs)
- Object to transfers in certain circumstances

Contact our Data Protection Officer at dpo@saarathisetu.org for information about data transfers.

13. CHILDREN'S PRIVACY

13.1 Age Restriction

Saarathi Setu's driver platform services are intended only for individuals who are:

- 18 years of age or older, OR
- The legal age of majority in their jurisdiction

13.2 No Collection from Children

We do not knowingly collect personal data from individuals under 18 years of age without verifiable parental consent as required under the DPDP Act.

13.3 Verification

During registration, we verify your age through:

- Driver's License (minimum age requirement)
- Date of birth validation

Government-issued ID verification

13.4 Discovery and Deletion

If we discover that we have inadvertently collected data from an individual under 18:

We will delete that data immediately

We will terminate the associated account

We will notify the individual (if contact information is available)

If you believe we have collected data from someone under 18, please contact privacy@saarathisetu.org immediately.

14. THIRD-PARTY LINKS AND SERVICES

14.1 Third-Party Integration

The Saarathi Setu Driver App may contain links to or integrate with third-party services:

Mapping and navigation apps (Google Maps, etc.)

Payment platforms and digital wallets

Social media platforms

Insurance providers

Fleet management tools

Fuel and maintenance partners

14.2 Privacy Practices

Important: Third-party services have their own privacy policies and terms of use. Saarathi Setu is not responsible for the privacy practices or content of third-party services.

When you access third-party services:

You will be subject to their privacy policies

Your data may be collected by them

Their practices may differ from ours

We do not control their data handling

14.3 Recommendation

We encourage you to review the privacy policies of any third-party services you access through or in connection with the Saarathi Setu platform.

15. SPECIAL PROVISIONS

15.1 Communications and Consent

Service Communications:

You will receive essential service communications (trip notifications, payment confirmations, safety alerts)

These cannot be opted out of while maintaining an active account

Sent via SMS, email, push notifications, or in-app messages

Promotional Communications:

Marketing and promotional communications require your consent

You may opt out at any time

Manage preferences: Settings > Notifications > Marketing Communications

Opt-out methods: Unsubscribe links, app settings, email to privacy@saarathisetu.org

Consent Management:

You can review and update consents through the Driver App

Withdrawal of consent does not affect past processing

Essential communications will continue for safety and legal compliance

15.2 Driver Conduct and Content

Posted Content:

Any content you post on driver forums, communities, or feedback channels:

- May be visible to other drivers or Saarathi Setu staff
- Should not contain personal information of others
- Must comply with our community guidelines
- May be moderated or removed if inappropriate

Intellectual Property:

By posting content, you grant Saarathi Setu a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and display such content for platform operations, marketing, and improvement purposes.

Restrictions:

You must not post content that:

- Violates privacy rights of others
- Contains false or misleading information
- Infringes intellectual property rights
- Is defamatory, obscene, or illegal
- Reveals confidential information

15.3 Indemnification

You agree to indemnify and hold Saarathi Setu harmless from claims arising from:

- Your violation of this Privacy Policy
- Your misuse of customer or other driver data
- Your breach of confidentiality obligations
- Your unauthorized disclosure of personal information

15.4 Audit and Compliance

Our Right to Audit:

- We may audit your compliance with this Policy
- We may request information about your data handling practices
- We may verify your security measures for any devices or systems you use

Your Cooperation:

- You agree to cooperate with audits and investigations
- You will provide requested information promptly
- You will implement corrective actions if non-compliance is found

16. DISPUTE RESOLUTION AND GOVERNING LAW

16.1 Governing Law

This Privacy Policy shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles.

16.2 Jurisdiction

Subject to the arbitration provisions below, the courts of [Insert City, e.g., Bangalore] shall have exclusive jurisdiction over any disputes arising from this Policy.

16.3 Grievance Redressal Mechanism

Step 1: Internal Grievance Redressal

- Submit complaint to Grievance Officer: grievance@saarathisetu.org
- We will acknowledge within 48 hours

Resolution targeted within 30 days

Step 2: Escalation to Data Protection Officer

If not satisfied with Grievance Officer's response

Email: dpo@saarathisetu.com

Review and response within 15 days

Step 3: Data Protection Board of India

If internal mechanisms do not resolve complaint
File complaint with Data Protection Board of India

Contact information: [To be updated upon DPB establishment]

16.4 Arbitration

Arbitration Agreement:

Any dispute, claim, or controversy arising out of or relating to this Privacy Policy or breach thereof shall be settled by binding arbitration administered by [Insert Arbitration Body, e.g., Indian Council of Arbitration] in accordance with its Arbitration Rules.

Terms:

Number of arbitrators: One

Seat of arbitration: [Insert City]

Language: English

Governing law: Laws of India

Exceptions:

The following disputes are excluded from arbitration:

Claims seeking injunctive relief

Intellectual property disputes

Matters suitable for small claims court

No Class Actions:

Arbitration will be conducted on an individual basis only. Class arbitration, class actions, and representative actions are not permitted.

17. POLICY UPDATES AND MODIFICATIONS

17.1 Right to Modify

Saarathi Setu reserves the right to modify, amend, or update this Privacy Policy at any time to:

Reflect changes in our data practices

Comply with new legal requirements

Implement new technologies or features

Improve clarity and transparency

17.2 Notification of Changes

Material Changes:

For significant changes that may impact your rights:

Advance notice of at least 30 days

Notification via email to your registered email address

In-app notification and pop-up consent

Prominent notice on our website and Driver App

Non-Material Changes:

Posted on our website and Driver App

Updated "Last Updated" date at top of this Policy

Notice in app upon next login

17.3 Your Acceptance

Continued Use Constitutes Acceptance:

By continuing to use the Saarathi Setu platform after changes take effect, you agree to the updated Privacy Policy If you do not agree, you must discontinue use and may request account deletion

Requirement for Active Consent:

For material changes requiring consent under the DPDP Act

You will be prompted to actively accept updated terms

Access to platform may be restricted until consent is provided or account is deleted

17.4 Version History

You may request previous versions of this Privacy Policy by contacting privacy@saarathisetu.org

18. CONTACT INFORMATION

For questions, concerns, or requests regarding this Privacy Policy or our data practices, please contact:

18.1 Data Protection Officer

Email: dpo@saarathisetu.org

Responsibilities:

Overseeing data protection compliance

Responding to data subject requests

Coordinating with Data Protection Board of India

Conducting privacy impact assessments

18.2 Grievance Officer

Email: grievance@saarathisetu.org
Phone: [+91 9706610108]

Responsibilities:

Receiving and resolving privacy complaints

Addressing concerns about data handling

Facilitating internal grievance redressal

Escalating unresolved matters

18.3 General Privacy Inquiries

Email: privacy@saarathisetu.org

Response Time:

Acknowledgment within 48 hours

Resolution within 30 days for most inquiries
Complex matters may require additional time (we will keep you informed)

18.4 Support and Assistance

For general driver support and non-privacy inquiries:

Support:
Email: driversupport@saarathisetu.org
Phone: [+91- 9706610108]
In-App: Help & Support section

Operating Hours: 24/7 support available

19. ACKNOWLEDGMENT AND CONSENT

By registering as a Driver on the Saarathi Setu platform, clicking "I Accept," or using our services, you acknowledge that:

1. You have read and understood this Privacy Policy in its entirety
2. You understand how your personal data will be collected, used, stored, and shared
3. You consent to the processing of your personal data as described in this Policy
4. You understand your rights under the DPDP Act and how to exercise them
5. You agree to comply with the data protection obligations outlined herein
6. You acknowledge that this Policy forms an integral part of your Driver Partner Agreement
7. You consent to the transfer of your data outside India subject to appropriate safeguards
8. You understand the consequences of withdrawing consent or requesting data deletion

Your consent is:

Free: Given voluntarily without coercion

Specific: Related to specific processing purposes

Informed: Based on clear information provided in this Policy

Unambiguous: Indicated through clear affirmative action

Unconditional: Not bundled with other matters

You may withdraw your consent at any time by contacting privacy@saarathisetu.org or through the Driver App settings. Withdrawal will not affect the lawfulness of processing based on consent before withdrawal.

20. DEFINITIONS AND INTERPRETATIONS

20.1 Language

This Privacy Policy is provided in English. If translated into other languages, the English version shall prevail in case of any inconsistency or dispute.

20.2 Headings

Section headings are for convenience only and do not affect interpretation of the Policy.

20.3 Severability

If any provision of this Policy is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20.4 Entire Agreement

This Privacy Policy, together with the Driver Partner Agreement and any other applicable terms, constitutes the entire agreement regarding privacy and data protection between you and Saarathi Setu.

APPENDIX A: DATA CATEGORIES AND PROCESSING PURPOSES

Data Category	Examples	Processing Purpose	Legal Basis	Retention Period
Identity Data	Name, DOB, Photo, Gov ID	Account creation, verification	Contract	Active account + 3 years
Contact Data	Phone, Email, Address	Communication, notifications	Contract	Active account + 1 year
Financial Data	Bank account, UPI, PAN	Payment processing, tax compliance	Contract, Legal obligation	7 years
Location Data	GPS coordinates, routes	Trip matching, navigation, earnings	Contract	7 years (trip related)

Vehicle Data	Registration, insurance, license plate	Service provision, compliance	Contract, Legal obligation	Active account + 3 years
Trip Data	Trips, earnings, routes, times	Service delivery, earnings calculation	Contract	7 years
Performance Data	Ratings, feedback, acceptance rates	Quality assurance, platform optimization	Legitimate interest	Active account + 1 year
Communication Data	Call logs, messages, support chats	Customer support, dispute resolution	Contract, Legitimate interest	1-3 years
Device Data	Device ID, IP address, OS	Security, fraud prevention, analytics	Legitimate interest	1 year
Verification Data	Background checks, police verification	Safety, compliance	Legal obligation, Legitimate interest	Active account + 3 years

APPENDIX B: THIRD-PARTY DATA PROCESSORS

Category	Service Provider Examples	Data Shared	Purpose	Location
Cloud Hosting	AWS, Google Cloud, Azure	All platform data	Infrastructure, storage	India, USA, Singapore
Mapping	Google Maps, MapMyIndia	Location, routes	Navigation, geocoding	India, USA
Payment	Payment gateways, banks	Financial data, transaction info	Payment processing	India
Analytics	Google Analytics, Firebase	Usage data, device info	Platform analytics	USA
Communication	Twilio, SendGrid, Firebase	Contact info, message content	SMS, email, notifications	USA, India

Category	Service Provider Examples	Data Shared	Purpose	Location
Verification	Background check agencies	Identity, criminal records	Driver verification	India
Support	Zendesk, Freshdesk	Support tickets, communications	Customer support	USA, India

Security	Fraud detection services	Transaction data, behavior patterns	Fraud prevention	USA, India

Note: All third-party processors are bound by data processing agreements requiring compliance with Indian data protection laws and this Privacy Policy.

APPENDIX C: YOUR DATA RIGHTS QUICK REFERENCE

Right	What It Means	How to Exercise	Response Time
Access	View your personal data	App: Settings > Privacy > My Data Email: privacy@saarathisetu.com	30 days
Correction	Update incorrect data	App: Edit Profile Email: support@saarathisetu.com	7 days
Portability	Get copy of your data	Email: privacy@saarathisetu.com	45 days
Erasure	Delete your data	App: Settings > Privacy > Delete Account Email: privacy@saarathisetu.com	90 days
Restriction	Limit processing	Email: privacy@saarathisetu.com	30 days
Object	Stop certain processing	App: Settings > Privacy > Preferences Email: privacy@saarathisetu.com	15 days
Withdraw Consent	Cancel given consent	App: Settings > Privacy > Consents Email: privacy@saarathisetu.com	Immediate
Nominate	Appoint representative	App: Settings > Privacy > Nominate Email: privacy@saarathisetu.com	Immediate
Complain	File grievance	Email: grievance@saarathisetu.com Data Protection Board of India	30 days (internal)

APPENDIX D: GLOSSARY OF TERMS

Data Controller: The entity that determines the purposes and means of processing personal data (Saarathi Setu).

Data Fiduciary: Under DPDP Act, equivalent to data controller.

Data Principal: Under DPDP Act, the individual to whom personal data relates (you, the Driver).

Data Processor: Entity processing data on behalf of the data controller (third-party service providers).

Personal Data: Any information relating to an identified or identifiable individual.

Sensitive Personal Data: Data requiring higher protection, including financial information, health data, biometrics, etc.

Processing: Any operation performed on personal data, including collection, storage, use, disclosure, deletion. **Consent:**

Free, specific, informed, unambiguous indication of agreement to processing of personal data.

Legitimate Interest: Legal basis for processing when necessary for legitimate purposes not overridden by individual's rights.

Data Breach: Unauthorized or unlawful processing, loss, destruction, or damage to personal data. **Anonymization:** Process of removing personal identifiers so data cannot be linked to an individual. **Pseudonymization:** Replacing identifying fields with artificial identifiers.

Encryption: Converting data into coded format to prevent unauthorized access.

END OF DRIVER PRIVACY POLICY

Version: 1.0

For the latest version of this Privacy Policy, please visit: [Insert Website URL]

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