TCS Summit 2022 App Terms & Conditions

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• Access to the App and the information contained herein is not unlawful under the applicable laws of the jurisdiction where you are resident and from where you are accessing the App.
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• Interrupt or attempt to interrupt the operation of the App in any way.
• Intrude or attempt to intrude into the App in any way.
• Post any obscene, defamatory or offensive materials on the App.
• Obscure any materials, including this notice, already posted on the site.
• Use the site or any contents thereof to defame, intimidate, offend or otherwise cause nuisance or breach the rights of any person, nor to incite others to do so.

This authorization is not a transfer of title in any of the information in the App (“Materials”) and your right to view and download the Materials is subject to the following restrictions. You shall:

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You agree to abide by all additional restrictions displayed on the App as may be updated from time to time. The App, including all Materials, is copyrighted and protected by worldwide copyright laws and treaty provisions. You agree to comply with all copyright laws worldwide in your use of this App and to prevent any unauthorized copying of the Materials. Except as expressly provided herein, TCS does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information.

You acknowledge that the information, material or services included in or available through the App may include inaccuracies or typographical errors. Changes are periodically made to the App and to the information therein. TCS and/or its respective suppliers may make improvements and/or changes in the App at any time. Advice received via this App should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

You specifically agree that TCS shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the App. You specifically agree that TCS is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that TCS is not responsible for any content sent using and/or included in the App by any third party.

In no event shall TCS and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, profits, revenue, reputation or goodwill, arising out of or in any way connected with the use or performance of the App and this site/services, with the delay or inability to use the App and this site/services or related services, the provision of or failure to provide services, or for any information, products, services and material obtained through the App and this site, or otherwise arising out of the use of the App and this site/services, whether based on contract, tort, negligence, strict liability or otherwise, even if TCS or any of its suppliers has been advised of the possibility of damages. If you are dissatisfied with any aspect of the App or any portion of this site/services, or with any of these terms of use, your sole and exclusive remedy is to discontinue using this site/services.

Data Protection

TCS acts solely as a data controller in relation to the processing of your personal data. Appropriate security controls have been put in place for the protection of your personal data. The foregoing are subject to the laws of the State of New York and the courts in New York shall have the exclusive jurisdiction on any dispute that may arise out of the use of the App and this site. YOU EXPRESSLY WAIVE YOUR RIGHT TO A TRIAL BY JURY.

Please proceed only if you accept all the conditions set out above.

Privacy Notice

WHAT IS THE PURPOSE OF THIS DOCUMENT
Tata America International Corporation (“TCS” or “we”) is committed to protecting the privacy and security of your personal data. This privacy notice describes how we use personal data about you in the TCS Summit 2022 mobile app. Please note: All information in this privacy notice is applicable to you unless otherwise indicated based on your residency status. For the additional terms which may be applicable to you based on your residency status, please refer to country-specific terms at the end of https://www.tcs.com/privacy-policy.

TCS is a “data controller”. This means that we are responsible for deciding how we hold and use personal data about you. We are required under data protection legislation to notify you of the information contained in this privacy notice. This notice applies to all users who download the mobile app on their mobile devices through Apple and Google Play Stores. It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal data about you, so that you are aware of how and why we are using such information.

DATA PROTECTION PRINCIPLES
We will comply with applicable data protection laws. This means that the personal data we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept securely.

THE KIND OF INFORMATION WE HOLD ABOUT YOU
Personal data means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (aka anonymous data).

We use the following categories of personal data about you: Photo, Name, Designation, Bio, Profile, Organization Name, Email ID, Linkedin ID(if provided by the speaker). We do not collect sensitive information about you.

HOW IS YOUR PERSONAL DATA COLLECTED
We collect personal data about the data subjects through a dedicated webpage, either directly from you or from associates of TCS or of another TCS entity.

HOW WE WILL USE INFORMATION ABOUT YOU
We will only use your personal data when the law allows us to. Most commonly, we will use your personal data when you give us your consent to do so. In other few situations, we might use it where we need to comply with a legal or contractual obligation, or where...
it is necessary for our legitimate interests and fundamental rights do not override those interests.

**Situations in which we will use your personal data**

We need all the categories of information in the list above to facilitate your participation in the event and to publish your details (if you are a speaker or attendee) on the TCS Summit mobile app so that attendees and TCS leadership can see who else is attending the event for networking purposes.

**Change of purpose**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason that is compatible with the original purpose and applicable law. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

**DATA SHARING**

No data is shared with any third parties for data processed on the TCS Summit 2022 mobile app.

**What about data sharing with other third parties?**

We may also need to share your personal data with a regulator or to otherwise comply with the law.

**Transferring information outside the EU/EEA**

For EU/EEA data subjects, we will transfer the personal data we collect about you to outside the EU/EEA, namely to the USA, in order to facilitate conduct of the event. At the same time, this data transfer is occasional and necessary for facilitating your participation in the event, hence it is allowed if you consent us to do so. Your personal data will not be shared with other third parties.

**DATA SECURITY**

We have put in place measures to protect the security of your information. Third parties will only process your personal data on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate technical, organizational and security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

**DATA RETENTION**

How long will you use my information for?
We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal data are available in our retention policy. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymize your personal data so that it can no longer be associated with you, in which case we may use such information without further notice to you. Details of retention periods for different aspects of your personal data are available in our retention policy upon request from our Data Protection Officers (see contact details below).

**Per local privacy guidelines, participants from EMEA and Brazil only:** If we have no other specific reasons (for example, necessity to defend for legal claims), we will delete your personal data 18 months after the event. This will allow us to manage the nomination process for the following year, if needed.

**DATA SUBJECT RIGHTS**

**Your duty to inform us of changes** It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

**Your rights in connection with personal data** Under certain circumstances, by law you have the right to:

- **Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.

- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have exercised your right to object to processing (see below).

- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal data for direct marketing purposes.

- **Request the restriction of processing** of your personal data. This enables you to ask us to suspend the processing of personal data about you, for example if you want us to establish its accuracy or the reason for processing it.

- **Request the transfer** of your personal data to another party.
If you want to exercise a data subject right please contact US.Privacy@tcs.com.

What we may need from you
We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal data is not disclosed to any person who has no right to receive it.

RIGHT TO WITHDRAW CONSENT
In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal data for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact US.Privacy@tcs.com. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

DATA PROTECTION OFFICER
We have appointed Data Protection Officers (DPOs) to oversee compliance of TCS with applicable data protection laws and with this privacy notice. If you have any questions about this privacy notice or how we handle your personal data, or for Data Subject Requests, please contact the US DPO at US.Privacy@tcs.com.

DATA PROTECTION SUPERVISORY AUTHORITY
You have the right to make a complaint at any time to the relevant Data Protection Supervisory Authority.

CHANGES TO THIS PRIVACY NOTICE
We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal data.