



**Indian Oil Corporation Limited**

# **DATA PRIVACY POLICY**

## DATA PRIVACY POLICY

### 1. INTRODUCTION

**Indian Oil Corporation Limited** is a company incorporated under the laws of India, having its registered office at IndianOil Bhavan, G-9, Ali Yavar Jung Marg, Bandra [East], Mumbai – 400051, India [Hereinafter referred to as **“We” or “Us” or “Company” or “IOCL”**].

In accordance with all applicable laws, IOCL has created this Privacy Policy [Hereinafter referred to as **“Privacy Policy” or “Policy” or “Privacy Statement”**] in order to demonstrate **IOCL’s** privacy commitment to any individual whose data IOCL collects, stores or processes for providing or offering its services and products.

### 2. DEFINITIONS

**Agent:** Any individual or entity which has a contractual relationship with IOCL, where IOCL is the principal and the other individual or entity is the agent, shall hereinafter be referred to as an "Agent". For instance, IOCL’s distributors, dealers, CFA, contractors, etc. shall be considered Agents.

**Data Subject:** All individuals whose personal information is either collected, received, processed, stored, dealt or handled by IOCL shall hereinafter be referred to as “Data Subject”.

**Information:** Personal Information of a Data Subject collected by IOCL under this Policy shall hereinafter be referred to as “Information”. Such Information includes, inter alia, Sensitive Personal Data or Information as defined under the Indian Information Technology Act, 2000 and the Aadhaar number and/or the biometric information associated with an Aadhaar number.

**Third-Party:** Any individual or entity over which IOCL does not have any control or ownership, and which operates independently on its own is hereinafter referred to as a "Third Party".

### 3. GOVERNING LAW

IOCL is an organisation based and existing in India and is thus bound by the laws of the Republic of India. This Privacy Policy has been prepared in accordance with applicable Indian laws, including the Indian Information Technology Act, 2000 and the Aadhaar [Targeted Delivery of Financial and other Subsidies, Benefits and Services] Act, 2016.

### 4. APPLICABILITY

This Policy applies to all individuals whose Information is either collected, received, processed, stored, dealt or handled by **IOCL**.

## 5. OBJECTIVE

This Privacy Policy is intended to inform the **Data Subject** on how **IOCL** collects, processes, stores, and uses personal information that a **Data Subject** provides to **IOCL** either directly or indirectly. This Privacy Policy also covers **IOCL's** treatment of any personal information that Third Parties share with **IOCL**.

## 6. HOW IOCL COLLECTS DATA SUBJECT'S INFORMATION

**IOCL** collects Information about **Data Subject** through the following means:

- (a) whenever a **Data Subject** shows an interest or elects to use **IOCL's** services or products, including information about **IOCL** schemes, irrespective of whether such services/products are provided directly by **IOCL** or by its Agents on **IOCL's** behalf;
- (b) through **IOCL's** network of Agents and a Third Party which collects such Information and transfers it to **IOCL** for a business requirement;
- (c) when **Data Subject** downloads **IOCL's** mobile applications or visits any of the websites owned by **IOCL** and/or creates an account on the mobile applications or the websites.
- (d) when **Data Subject**, which also includes employees of **IOCL**, directly elects to share their Information with **IOCL**.

## 7. WHY IOCL COLLECTS DATA SUBJECT'S INFORMATION [PURPOSE]

**IOCL** uses the **Information** to conduct its business and to provide **Data Subject** with the best possible services/products. **IOCL** will only use the **Information** based on this Privacy Policy, its understanding with the **Data Subject**, or as required by law.

**IOCL** will collect adequate, relevant and necessary **Information** and will process such Information fairly and lawfully for the purpose it is collected . Most commonly, **IOCL** will use the **Information** in the following circumstances:

- (a) Where **IOCL** needs to perform the obligations it has promised the **Data Subject**, such as to provide a service or product to the **Data Subject** and to enable the **Data Subject's** use of **IOCL's** products/services, including but not limited to dealing with enquiries and complaints made by or about the **Data Subject** relating to services/products provided by **IOCL** and to improve and customise **IOCL's** services/products in accordance with the **Data Subject's** preferences;
- (b) Where **IOCL** needs to comply with a legal, accounting, business or reporting obligation, including compliance with requests from the Government of India or any Governmental Agency;
- (c) To send marketing as well as non-marketing commercial communications to the **Data Subject**;
- (d) To send the **Data Subject** notifications that the **Data Subject** has specifically requested for as well as to send statements, invoices and payment reminders to the **Data Subject**, and to collect payments from the **Data Subject**;
- (e) To provide Third Parties with statistical information about its customers but those Third Parties will not be able to identify any individual from that information;
- (f) To keep **IOCL's** website, mobile applications and other systems secure and to prevent fraud;

- (g) To promote the mission and objectives of Skill Development in India and/or to provide and disseminate information about relevant programmes under the Skill Development Mission.
- (h) To manage the employment of the data subject with IOCL.

IOCL collects and processes the Information only when it is essential to offer its services/products to the Data Subject. By providing his or her Information, the Data Subject agrees that IOCL may collect, use and share this Information with Third Parties for the purposes mentioned above from 7[a] to 7[h].

#### **8. FAILURE TO PROVIDE INFORMATION**

**IOCL** may not be able to perform the obligations it has promised the **Data Subject**, or **IOCL** may be prevented from complying with its legal, accounting, business or reporting obligations if the **Data Subject** fails to provide certain Information when requested by **IOCL**.

**IOCL** shall not be held liable in any manner whatsoever if **IOCL** is unable to perform its services or if there is a deficiency in **IOCL's** services to the **Data Subject** due to **Data Subject's** failure to provide such Information.

**IOCL** and/or its Agents, employees, directors, associates, etc. shall be indemnified by the **Data Subject** and held harmless from any complaints, legal proceedings or claims filed or initiated by the **Data Subject** or any Third Party against **IOCL** in this regard.

#### **9. CHANGE OF PURPOSE**

**IOCL** will only use **Data Subject's Information** for the purposes for which **IOCL** collected it, unless **IOCL** reasonably considers that it needs to use it for another reason and that reason is compatible with the original purpose.

#### **10. CONSENT**

**Data Subject** agrees that **IOCL** does not need any additional or further consent from him/her to use the **Data Subject's Information** in accordance with this Policy to carry out **IOCL's** legal obligations or exercise specific rights.

#### **11. INFORMATION SHARING AND DISCLOSURE**

**IOCL** may disclose the **Information** to any of its Agents or Third Parties insofar as reasonably necessary for the purposes set out in this Policy and for the purpose of providing services/products to the **Data Subject**.

Such Agents and Third Parties are expected to provide a similar level of protection to the **Information** as is adhered to by **IOCL**.

In addition to this, **IOCL** may disclose the **Information** where it is required to do so by law or to Governmental Agencies.

## 12. TRANSFER OF INFORMATION OUTSIDE INDIA

Unless stated otherwise, **IOCL** stores and processes the **Information** in India. There may, however, be occasions when **IOCL** needs to transfer the **Information** outside India for its business requirements. In such instances, **IOCL** will exercise the same level of care in handling the **Information** as it does in India.

## 13. DATA SECURITY

The **Information** is processed by **IOCL** in strict accordance with the Indian Information Technology Act, 2000, and the rules notified thereunder. **IOCL** implements and maintain 'Reasonable Security Practices and Procedures' as stated in the Indian Information Technology Act, 2000 and the Information Technology [Reasonable Security Practices and Procedures and Sensitive Personal Data or Information] Rules, 2011, while processing, collecting, storing or handling any **Information**.

## 14. DATA RETENTION

**IOCL** will only retain the **Information** for as long as necessary to fulfil the purposes **IOCL** collected it for, including for the purposes of satisfying any legal, business, accounting, or reporting requirements.

In some circumstances, **IOCL** may anonymise the **Information** so that it can no longer be associated with the **Data Subject**, in which case **IOCL** may use such information without a further reference to **Data Subject**.

## 15. WHO HANDLES AND RETAINS DATA SUBJECT'S INFORMATION

Details about the primary entity which handles and retains the **Information** is provided below:

**Indian Oil Corporation Limited having its registered office at:**

IndianOil Bhavan  
G-9, Ali Yavar Jung Marg  
Bandra [East]  
Mumbai – 400051  
India

## 16. REVIEW OF INFORMATION

**Data Subject** can contact **IOCL**, through the Grievance Officer whose details are provided at the end of the Policy, requesting access to **Data Subject's Information** for reviewing or requesting amendment to certain information that **Data Subject** considers to be incorrect or wrong. **IOCL** shall process such requests from **Data Subject** in accordance with applicable law.

**IOCL** shall not be responsible for the authenticity of the **Information** provided by the **Data Subject** to **IOCL** or its Agents.

## **17. WITHDRAWAL OF CONSENT**

**Data Subject** may at any time revoke or withdraw **Data Subject's** consent to provide **Information** to **IOCL** by contacting the Grievance Officer whose details are provided at the end of the Policy. However, such action may render it difficult for **IOCL** to offer some of its services/products to the **Data Subject** any further.

**IOCL** shall not be held liable in any manner whatsoever if **IOCL** is unable to perform its services or if there is a deficiency in its services to **Data Subject** due to **Data Subject's** withdrawal of consent.

**IOCL** and/or its Agents, employees, directors, associates, etc. shall be indemnified by the **Data Subject** and held harmless from any complaints, legal proceedings or claims filed or initiated by the **Data Subject** or any Third Party against **IOCL** in this regard.

## **18. CHANGES TO THIS PRIVACY POLICY**

The Policy is subject to modifications from time to time. If **IOCL** decides to change this Policy, **IOCL** shall publish the modified Policy on its website.

## **19. GRIEVANCE OFFICER**

In accordance with the Indian Information Technology Act 2000 and the rules notified thereunder, the contact details of the Grievance Officer are provided below:

Sh Ashok K Bhargava,  
Indian Oil Corpn. Ltd.  
OIDB Bhawan, 7th Floor, Tower-A  
Plot No 2, Sector-73, Noida,  
UP, INDIA-201301

Email: [data-grievance@indianoil.in](mailto:data-grievance@indianoil.in)  
Phone : 0120-2471814