

## **Forecast Guru Site Terms of Use and Privacy Policy**

Welcome to the Forecast Guru website (the "Forecast Guru Site"). "Forecast Guru", ("we", "us" or "our") provides the Forecast Guru Site to you subject to the following terms of use ("Terms"). The Forecast Guru Site is offered to you conditioned on your acceptance, without modification, of the Terms. Your use of the Forecast Guru Site constitutes your agreement to all such Terms. Please read these Terms carefully, keep a copy of them for your reference, and if you have any questions about these terms of use please contact us prior to using the Forecast Guru Site.

We are constantly modifying, updating, expanding, and improving the Forecast Guru Site. We reserve the right, subject to applicable law, to make changes, modify, or add or remove portions of these Terms, our Privacy Policy, the Customer Agreement, and other incorporated terms and policies at any time, in our sole discretion. Material changes to these Terms will not be applied retroactively. Nonetheless, we encourage you to check the Forecast Guru Site frequently to see the current Terms of Use in effect and any changes that may have been made to them. If we make material changes to these Terms, we will post the revised Forecast Guru Terms and the revised effective date on the Forecast Guru Site. No one at Forecast Guru is authorized to modify these Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of written agreement signed by an authorized agent of Forecast Guru, and any other purported modifications or alterations or conflicting terms will be null and void.

**THESE TERMS OF USE INCLUDE, AMONG OTHER THINGS, AN ARBITRATION PROVISION**

### **NOT BOILERPLATE**

These terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these terms, please contact us at [info@forecast.guru](mailto:info@forecast.guru) and immediately navigate away from the Forecast Guru Site. Do not use the Forecast Guru Site until you and Forecast Guru have agreed upon new terms of use.

### **Customer Agreement**

When you open an account with Forecast Guru, purchase FG POINTS or engage in any other transaction with Forecast Guru, you also will be subject to the Customer Agreement or other similar agreement governing your use of our services. In the case of any conflict between the Terms and the Customer Agreement, the provisions of the Customer Agreement will control.

### **Electronic Communications**

Visiting the Forecast Guru Site or sending emails to Forecast Guru constitute electronic communications. By visiting the Forecast Guru Site or sending emails to Forecast Guru, you consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email or on the Forecast Guru Site, satisfy

any legal requirement that such communications be in writing.

#### Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Forecast Guru is not responsible for third party access to your account that results from theft or misappropriation of your account. Forecast Guru and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit content.

Forecast Guru does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. If you are under 18, you may use the Forecast Guru Site and enter into a Customer Agreement only with permission of a parent or guardian.

#### Third Party Services

The Forecast Guru Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Forecast Guru and Forecast Guru is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Forecast Guru is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Forecast Guru of the site or any association with its operators.

Certain services made available via the Forecast Guru Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Forecast Guru Site domain, you hereby acknowledge and consent that Forecast Guru may share such information and data with any third party with whom Forecast Guru has a contractual relationship to provide the requested product, service or functionality on behalf of Forecast Guru Site users and customers.

#### Prohibited Uses and Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Forecast Guru Site strictly in accordance with these Terms. As a condition of your use of the Forecast Guru Site, you warrant to Forecast Guru that you will not use the Forecast Guru Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Forecast Guru Site in any manner that could damage, disable, overburden, or impair the Forecast Guru Site or interfere with any other party's use and enjoyment of the Forecast Guru Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Forecast Guru Site.

All content included on the Forecast Guru Site, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Forecast Guru Site (collectively, "Forecast Guru Content"), is the property of

Forecast Guru or its suppliers and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Forecast Guru Content, in whole or in part, found on the Forecast Guru Site. Forecast Guru Content is not for resale. Your use of the Forecast Guru Site does not entitle you to make any unauthorized use of any Forecast Guru Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Forecast Guru Content. You will use Forecast Guru Content solely for your personal use, and will make no other use of Forecast Guru Content without the express written permission of Forecast Guru and the copyright owner. You agree that you do not acquire any ownership rights in any Forecast Guru Content. We do not grant you any licenses, express or implied, to the intellectual property of Forecast Guru or our licensors except as expressly authorized by these Terms.

#### Communication Services

The Forecast Guru Site may but need not contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;

harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Forecast Guru has no obligation to monitor the Communication Services. However, Forecast Guru reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Forecast Guru reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Forecast Guru reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Forecast Guru's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Forecast Guru does not control or endorse the content, messages or information found in any Communication Service and, therefore, Forecast Guru specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

#### Materials

Forecast Guru does not immediately claim ownership of the materials you provide to the Forecast Guru Site (including passwords, feedback and suggestions) or post, upload, input or submit to any Forecast Guru Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submissions you are granting Forecast Guru, our affiliated companies and necessary sublicensees permission to use your Submissions in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submissions.

No compensation will be paid with respect to the use of your Submissions, as provided herein. Forecast Guru is under no obligation to post or use any Submissions you may provide and may remove any Submissions at any time in Forecast Guru's sole discretion.

By posting, uploading, inputting, providing or submitting your Submissions you warrant and represent that you own or otherwise control all of the rights to your Submissions as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

#### Third Party Accounts

We may permit you, from time to time, to connect your Forecast Guru account to third party accounts. By connecting your Forecast Guru account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

#### International Users

The Forecast Guru Site is controlled, operated and administered by Forecast Guru from our offices within the Republic of India. If you access the Forecast Guru Site from a location outside of India, you are responsible for compliance with all local laws, whether in India or in your jurisdiction. You agree that you will not use the Forecast Guru Content accessed through the Forecast Guru Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

#### Indemnification

You agree to indemnify, defend and hold harmless Forecast Guru, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Forecast Guru Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Forecast Guru reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Forecast Guru in asserting any available defenses.

#### Disclaimer of Certain Liabilities

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE FORECAST GURU SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. FORECAST GURU AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE Forecast Guru SITE AT ANY TIME.

FORECAST GURU AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE Forecast Guru SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. FORECAST GURU AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Forecast Guru 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 OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF FORECAST GURU OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### Termination/access restriction

Forecast Guru reserves the right, in its sole discretion, to terminate your access to the Forecast Guru Site and its related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, the laws of India govern this agreement. Use of the Forecast Guru Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Forecast Guru as a result of this agreement or use of the Forecast Guru Site. Forecast Guru's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Forecast Guru's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Forecast Guru Site or information provided to or gathered by Forecast Guru with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Forecast Guru with respect to the Forecast Guru Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Forecast Guru with respect to the Forecast Guru Site, except for any Customer Agreement into which you enter with Forecast Guru. In the case of any conflict, the terms of that Customer Agreement will control. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or

administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

#### Reviews and Comments

We may, from time to time, permit you or other visitors to post reviews, comments and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Forecast Guru reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

#### Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Forecast Guru Site or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the judicial district of New Delhi, India. As used in this Section, "we" and "us" mean M/s Forecast Solutions Private Limited. In addition, "we" and "us" include any third party providing any product, service, or benefit in connection with the Site or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the **Arbitration and Conciliation Act 1996** and not any state arbitration law. Where no claims or counterclaims exceed Indian Rupees 100,000, the dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a party or deemed necessary by the arbitrator, in which case, a party may elect to participate telephonically.

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party's patent, copyright,

trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in New Delhi, India. Additionally, notwithstanding this agreement to arbitrate, you or us may seek emergency equitable relief before the state or federal courts located in New Delhi, India in order to maintain the status quo pending arbitration and hereby agree to submit to the exclusive personal jurisdiction of the courts located within New Delhi, India for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

#### Contact Us

Forecast Guru welcomes your questions or comments regarding these Terms via email at [info@Forecast.Guru](mailto:info@Forecast.Guru)

### **Forecast Guru Privacy Policy**

Welcome to the Forecast Guru website (the "Forecast Guru Site"). [Forecast Foundation osaühing]. ("Forecast Guru", "we", "us" or "our") is committed to treating the personal and corporate information of our users with respect and sensitivity. Our privacy commitment is described in this privacy policy (the "Privacy Policy"). Forecast Guru provides the Forecast Guru Site to you subject to your acceptance of the Privacy Policy. The Forecast Guru Site is offered to you conditioned on your acceptance, without modification, of this Forecast Guru Privacy Policy.

#### Application of this Privacy Policy

This Privacy Policy applies to your use of (regardless of means of access) any of the current set of Forecast Guru products, collectively referred to as "Forecast Guru Products", such as our website ([www.Forecast.Guru](http://www.Forecast.Guru)), our App for Windows, our App for Mac, our Android app and our browser extensions. The Forecast Guru Products are owned and provided by M/s Forecast Solutions Private Limited.

You can access, download or use Forecast Guru Products, through applications on Devices, through APIs, and through third parties as set forth herein, in the Terms of Use section and in any Customer Agreement applicable to you. A "Device" is any computer used to access the Forecast Guru Products, including without limitation a desktop, laptop, mobile phone, tablet, or other consumer electronic Device.

Forecast Guru Products can enable you to use applications developed by third parties, individually and collectively referred to as "Third Party Apps" on a Device, such as an Android app on a Device running either the Microsoft Windows, Apple OS X or Linux operating systems.



## General Information

We believe that you have the right to understand how your information is stored and used. We are not responsible for the privacy practices of any third parties or the content of linked sites although we do encourage you to read the applicable privacy policies and terms and conditions of such parties or web sites.

## Information We Gather

**Information you Provide:** In general, you can visit the Forecast Guru Site without telling us who you are or revealing any information about yourself. If you wish to obtain information about our products or services you can contact us. We may collect your name, company name, email address, and street address along with other information you may choose to submit, as part of the inquiry process ("Personally Identifiable Information" or "PII").

When you register for an Forecast Guru account, we collect some PII, which may include your name, company name, email address, telephone number, street address, taxpayer and immigration information, payroll, insurance and banking information. You may be asked to choose log-in Information, such as your email address and a password which will be used to access your account.

By providing your PII to us, you explicitly agree to our collection and use of such information as described in this Privacy Policy. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing our features, and communicating with you.

**Information Automatically Collected:** We (or our service providers acting on our behalf) may collect Information about the Forecast Guru Products that you use and how you use them. This information includes information that may identify you as well as statistical information ("Analytics") that does not identify you.

Some Analytics may be correlated with your PII. Usage Information may include:

a) **Device Information:** We may collect Device-specific Information (such as your hardware model, operating system version, unique Device identifiers and mobile network Information including phone number). We may associate your Device identifiers or phone number with your Forecast Guru Account.

b) **Log Information:** When you use Forecast Guru Products, we may automatically record or log Information from your Device, its software, and your activity using the Forecast Guru Products. This may include:

The Device's Internet Protocol ("IP") address;

Identification numbers associated with your Devices;

Device event Information such as crashes, system activity and hardware settings;

Locale preferences;

Application activity such as app upload, app download, app installation, app uninstallation, app start, app play duration, app stop, app crashes, app network activity and app resource consumption;

Date and time stamps associated with transactions;

System configuration Information;

Metadata concerning your applications; and

Other interactions with the Forecast Guru Products.

**Cookies:** We may receive and store certain types of information whenever you

interact with us. For example, like many Web sites, we may use "cookies," and we obtain certain types of information when your Web browser accesses the Forecast Guru Site or advertisements and other content served by or on behalf of the Forecast Guru Site on other Web sites. We use cookies to personalize our Site for you and to collect aggregate information about site usage by all of our users. A cookie is a text file that our Site transfers to your computer's hard drive for record-keeping purposes and to enhance the quality of your visit to our Site. The cookie assigns a random, unique number to your computer. Further general information about cookies and how they work is available at [www.allaboutcookies.org](http://www.allaboutcookies.org).

The cookies we may use on the Forecast Guru Site include:

- a) Session cookies: These temporary cookies expire and are automatically erased whenever you close your browser window. We use session cookies to grant our users access to content and to enable actions they must be logged in to do.
- b) Persistent cookies: These usually have an expiration date in the distant future and remain in your browser until they expire or you manually delete them. We use persistent cookies to better understand usage patterns so we can improve the site for our customers. For example, we may use a persistent cookie to associate you with your user account or to remember that your choices on the Forecast Guru Site, but this only works when cookies on our site are enabled.
- c) Third party cookies: We permit limited third parties to place cookies through the Forecast Guru Site to provide us with better insights into the use of the Forecast Guru Site or user demographics or to provide relevant advertising to you. These third parties may collect information about a consumer's online activities over time and across different websites when he or she uses our website. For example, we utilize Google Analytics to analyze usage patterns of the Forecast Guru Site. Google Analytics generates a cookie to capture information about your use of the Forecast Guru Site which Google uses to compile reports on website activity for us and to provide other related services. Google may use a portion of your IP address to identify their cookie, but this will not be associated with any other data held by Google.

We may also permit third party service providers to place cookies through the Forecast Guru Site, as indicated above, to perform analytic or marketing functions where you are notified of them and you have consented to the usage. We do not control the use of such third party cookies or the resulting information and we are not responsible for any actions or policies of such third parties.

Your use of the Forecast Guru Site will be deemed to be your consent to the placement of cookies on your computer or other device. If you prefer not to receive cookies through the Forecast Guru Site, you can set your browser to either reject all cookies, to allow only "trusted" websites to set them, or to accept only those cookies from those sites you are currently on. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to the Forecast Guru Site and use it.

If you refuse cookies, this will limit system performance and may even cause certain features of the Forecast Guru Site to malfunction or not to work at all.

E-mail Communications: To help us make e-mails more useful and interesting, we may receive a confirmation when you open e-mail from the Forecast Guru Site, if your computer supports such capabilities. In an effort to avoid sending

unnecessary messages to our customers, we also compare our customer list to lists received from other companies.

**Information from Other Sources:** We might receive information about you from other sources and add it to our account information.

#### Use of Information

The use of your information is subject to the Forecast Guru Privacy Policy, the Terms of Use in effect at the time of use and/or the Forecast Guru Customer Agreement. The provisions contained herein supersede all previous notices or statements regarding our privacy practices with respect to the Forecast Guru Site.

We may use aggregated data (independent of any personal identifiers) for research and commercial purposes. This information includes what areas our users visit most frequently and what services they access most often. This information helps us develop a better site that is more useful and accessible to you.

We may use your PII internally for our general commercial purposes including, among other things, to offer our own, our affiliates' or third-party products and services that we think you may find of interest, but only Forecast Guru, its subsidiaries and contractors involved in distributing the offers or providing the products or services will have access to your PII. Our subsidiaries and contractors will be required to use any PII we provide them only for that intended purpose.

We may use your email address to contact you to respond to your inquiries or to provide information on products or services to you. You can elect not to receive emails from us either by "unsubscribing" to an email you receive or by contacting us as indicated below.

**Do-Not-Track:** We use technology that recognizes a "do-not-track" signal from your web browser. This technology allows us to exclude you from any analytics that collect information about your online activities over time and across third party websites.

**Disclosing Your Information:** We may reveal PII about you to unaffiliated third parties: (1) if you request or authorize it; (2) if the information is provided to help complete a transaction for you; (3) if the information is provided to comply with the law, applicable regulations, governmental and quasi-governmental requests, court orders or subpoenas, to enforce our Terms of Use or other agreements, or to protect our rights, property or safety or the rights, property or safety of our users or others (e.g., to a consumer reporting agency for fraud protection etc.); (4) if the disclosure is done as part of a purchase, transfer or sale of services or assets (e.g., in the event that substantially all of our assets are acquired by another party, customer information may be one of the transferred assets); (5) if the information is provided to our agents, outside vendors or service providers to perform functions on our behalf (e.g., analyzing data, providing marketing assistance, providing customer service, processing orders, etc.); (6) to allow them to market to you, or (7) as otherwise described in this Forecast Guru Privacy Policy.

We may disclose your non-private, aggregated, or otherwise non-Personal Information, such as usage statistics of our Products, to our affiliates and third parties.

**Opt-Out Rights:** If you do not wish to receive offers or other notices from us in

the future, you can "opt out" by contacting us at the address indicated at the end of this policy or by following the "unsubscribe" instructions in any communication you receive from us. Please be aware that you are not able to opt out of receiving communications about your account or transactions with us. Accessing Your Information: You are required to provide us with accurate and up to date information. Forecast Guru gives you the ability to amend your data at any time by accessing your account on our site and modifying the information. Any changes will affect only future uses of your PII.

Subject to any legislation which might, from time to time, oblige us to store the information for a certain period of time, we will respect your wishes to correct inaccurate information. Otherwise, we will hold your information for as long as we believe it will help us to achieve our aims as detailed in this policy.

You can ask us whether we are keeping personal information about you and you can ask to receive a copy of that personal information. Before sending you any personal data, we will ask you to provide proof of your identity. If you are not able to provide proof of your identity to our sole satisfaction, we reserve the right to refuse to send you any personal data. We will respond as quickly as we can to your requests for details of personal information we hold about you.

#### Security

We have security measures in place in our physical facilities and in our computer systems, databases, and communications networks that are reasonably designed to protect information contained within our systems from loss, misuse or alteration.

We are not responsible for maintaining the confidentiality of any non-public information that you provide us. If there is information that you wish to protect from disclosure to others, do not provide it to us.

No method of electronic transmission or storage is 100% secure. Therefore, we cannot guarantee absolute security of your PII. You also play a role in protecting your information. Please safeguard your user name, email address and password and do not share them with others. If we receive instructions using your log-in information we will consider that you have authorized the instructions. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

We may disclose your personal information to our affiliates or other third parties, including google, who may use that information to market to you directly. Please email us at [info@Forecast.Guru](mailto:info@Forecast.Guru) to request a copy of our disclosure pursuant to laws of India.

Children's Online Privacy Protection: Our website, products, and services are all directed to people who are at least 18 years old or older.

#### Links to Third-Party Sites

When you use the Forecast Guru Site or our Services, you may be directed to other websites that are beyond our control. We may also allow third-party sites or applications to link to the Forecast Guru Site. We are not responsible for the privacy practices of any third parties or the content of linked sites but we do encourage you to read the applicable privacy policies and terms and conditions of such parties or web sites. The only website to which this Privacy Policy applies is the Forecast Guru Site.

Terms of UsePlease also visit our Terms of Use section, which establishes the use, disclaimers, and limitations of liability governing the use of our website. Customer Agreement. We may also collect information from our customers in connection with any Customer Agreement which may be applicable to that customer.

#### Changes to our Privacy Policy

As our services evolve and we perceive the need or desirability of using information collected in other ways, we may from time to time amend this Privacy Policy. We encourage you to check the Forecast Guru Site frequently to see the current Privacy Policy and Terms of Use in effect and any changes that may have been made to them. If we make material changes to this Policy, we will post the revised Forecast Guru Privacy Policy and the revised effective date on the Forecast Guru Site. Please check back here periodically or contact us at the address listed at the end of this Policy.

#### Contacting Us

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