

## **PRIVACY POLICY**

**The services under website stylised as myava.in is being provided by and you are contracting with:**

**Atus Technologies Private Limited**

**E004, Celebrity Signature, Doddathugur, Electronic City, Phase I, Bangalore-560100.**

### **Introduction**

Please read these Privacy terms (this “**Privacy Policy**”) carefully. Unless otherwise indicated, this Privacy Policy and the Terms & Conditions, which together constitute a legal and binding agreement (“Agreement”) between the users and us, applies to: (i) your use of and/or access to the myava.in website ( “Website”) which is owned and/or operated by Atus Technologies Private Limited and our Affiliates (collectively, “myava”, “we,” “us,” or “our”), and (ii) your use of and/or access to the mobile phone applications which we may own or operate currently or in the future (collectively, the “Mobile App”) and (iii) your use of and or access to any content or information and other online or mobile-enabled technology, digital tools and other services and products provided by us (together with the Website and the Mobile App, collectively, the “Services”). For purposes of this Agreement, “Affiliates” shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with Atus Technologies Private Limited.

### **What the Policy entails**

To use the Services that we provide, you as a User must accept this Privacy Policy. If you do not consent to the terms of the Privacy Policy, please do not access or use the Services. We reserve the right, at our discretion, to change this Privacy Policy at any time, which change shall become effective upon posting by the Company on the Website, the Mobile App, via the Service or sending you an email or other notification. You will be deemed to have agreed to Additional Terms (as defined in the Terms & Conditions) by your decision to continue accessing the Mobile App or the Website or otherwise using any of the Services following the date in which such Additional Terms become effective. Any capitalized term used but not defined in this Privacy Policy shall have the meaning attributed to it in our Terms & Conditions.

This Privacy Policy describes the information practices for myava, including what type of information is gathered and tracked, how the information is used, and with whom the information is shared. myava is committed to protecting the privacy of the data you provide in the Service as appropriate, but at the same time encouraging you to interact with and share information about you progress with other users using the Services.

### **Personal Information**

Your privacy is important to myava, and myava is committed to carefully managing your individually identifiable information (“**Personal Information**”) in connection with the Services that myava provides. “**Personal Information**” means any information that may be used, either alone or in combination with other information, to personally identify an individual, including, but not limited to, a first and last name, a personal profile, an email address or other contact information.

## **Consent**

Generally, some of the Services require us to know who you are so that we can best meet your needs. When you access the Services, or through any interaction with us via emails, telephone calls or through our Website or Mobile App, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to personally identify you.

You hereby consent to the collection of such information by myava and to our processing of Personal Information for the purposes set forth herein. In case you have any objections on the information that is collected or intend to opt out of utilizing the Service and accordingly opt out of myava’s use of your Personal Information, by sending an email to [support@myava.com](mailto:support@myava.com).

## **Information that is collected**

Without prejudice to the generality of the above, information collected by us from you may include (but is not limited to) the following:

- (i) your user name, email address and phone number, password,
- (ii) your gender, your date of birth,
- (iii) your location and pin code (myava may collect this information through various forms and in various places on the Website and/or the Mobile App, including account registration forms, contact forms, or when User otherwise interacts with the Website and/or the Mobile App),
- (iv) data regarding your usage of the Services and history of consultation with the Practitioners with you through the use of Services,
- (v) other information that you voluntarily choose to provide to us through emails or telephonic correspondences or through the Website or Mobile App,
- (vi) financial information such as bank accounts, credit and debit card details or other payment instrument details,
- (vii) physical, physiological and mental health condition,
- (viii) certain personal health information such as User’s height, weight, blood pressure, blood glucose and gender and display User’s biometrics to User based on these inputs
- (ix) sexual orientation,
- (x) medical records and history,
- (xi) call data records,
- (xii) in addition to any Personal Information or other information that User chooses to submit to myava via myava’s Website, myava and myava’s third-party service providers may use a variety of technologies that automatically (or

passively) store or collect certain information whenever User visits or interacts with the Website ("**Usage Information**"). This Usage Information may be stored or accessed using a variety of technologies that may be downloaded to User's personal computer, browser, laptop, tablet, mobile phone or other device (a "**Device**") whenever User visits or interacts with myava's Website and/or the Mobile App. To the extent myava associates Usage Information with User's Personal Information myava collects directly from User on the Website, myava will treat it as Personal Information. This Usage Information may include:

- User's IP address, UDID or another unique identifier ("**Device Identifier**"). A Device Identifier is a number that is automatically assigned to User's Device used to access the Website, and myava's computers identify User's Device by its Device Identifier;
- User's Device functionality (including browser, operating system, hardware, mobile network information);
- User's subscription level;
- the URL that referred User to myava's Website;
- the areas within myava's Website and/or Mobile App that User visits and User's activities there, including remembering User, User's preferences and pages User requested and/or viewed;
- User's Device location;
- User's Device characteristics; and
- certain other Device data, including the time of day, among other information.

(xiii) myava may use various methods and technologies to store or collect Usage Information ("**Tracking Technologies**"). Tracking Technologies may set, change, alter or modify settings or configurations on User's Device. The Tracking Technologies that may be used are the following (and subsequent technology and methods later developed which perform a similar function):

• **Cookies.** A cookie is a data file placed on a Device when it is used to visit the Website. A Flash cookie (or locally shared object) is a data file placed on a Device via the Adobe Flash plug-in that may be built-in to or downloaded by User to User's Device. HTML5 cookies can be programmed through HTML5 local storage. Unlike Flash cookies, HTML5 cookies do not require a plug-in. Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser User uses will need to be set separately and different browsers offer different functionality and options in this regard. Also, these tools may not be effective with regard to Flash cookies or HTML5 cookies. For information on disabling Flash cookies go to Adobe's web site [www.adobe.com](http://www.adobe.com). Please be aware that if User disables or removes cookies, Flash cookies, or HTML5 cookies on User's Device, some parts of myava's Website, Mobile App and/or Services may not function properly, and that when User revisits myava's Website, Mobile App and Services User's ability to limit cookies is subject to User's browser settings and limitations.

• **Web Beacons.** Small graphic images or other web programming code called "web beacons" (also known as "1×1 GIFs" or "clear GIFs") may be included in pages and messages of our Website, Mobile App and Services. Web beacons may be invisible to User, but any electronic image or other web programming code inserted into a page or e-mail can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without

limitation, to count visitors to the Website, Mobile App and Services, to monitor how users navigate the Website, Mobile App and Services, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

- **Embedded Scripts.** An embedded script is programming code that is designed to collect information about User's interactions with the Website, Mobile App and Services, such as the links User clicks on. The code is temporarily downloaded onto User's Device from myava's web server and/or Mobile App or a third-party service provider, is active only while User is connected to the Website and/or Mobile App, and is deactivated or deleted thereafter.

- **ETag, or entity tag.** A feature of the cache in browsers. It is an opaque identifier assigned by a web server to a specific version of a resource found at a URL. If the resource content at that URL ever changes, a new and different ETag is assigned. Used in this manner ETags are a form of Device Identifier. ETag tracking may generate unique tracking values even where the consumer blocks HTTP, Flash, and/or HTML5 cookies. myava may use Tracking Technologies for a variety of purposes, including:

- **Strictly Necessary.** myava may use cookies or other Tracking Technologies that myava considers is strictly necessary to allow User to use and access myava's Website, Mobile App and Services, including cookies required for system administration, to prevent fraudulent activity, or to improve.

- **Performance Related.** myava may use cookies or other Tracking Technologies that are useful in order to assess the performance of the Website, Mobile App and Services, including as part of myava's analytic practices or otherwise to improve the content, products or services offered through the Website, Mobile App and Services.

- **Functionality Related.** myava may use cookies or other Tracking Technologies that are required to offer User enhanced functionality when accessing the Website, including identifying User when User sign in to myava's Website or keeping track of User's specified preferences, including in terms of the presentation of content on myava's Website.

- myava obtains User's consent to myava's information storage or collection Tracking Technologies by providing User with transparent information in myava's Privacy Policy and providing User with the opportunity to make a choice to disable cookies as set forth above. Please note that myava is not required to obtain User's consent to the information collection Tracking Technologies identified above that is strictly necessary. User has the right to object to other use of information storage or collection technologies.

- There may be other Tracking Technologies now and later devised and used by myava in connection with the Website, Mobile App and Services. Further, third parties may use Tracking Technologies with myava's Website. myava does not control those Tracking Technologies and myava is not responsible for them. However, User consents to potentially encountering third party Tracking Technologies in connection with use of myava's Website, Mobile App and Services and accepts that myava's statements under this Privacy Policy do not apply to the Tracking Technologies or practices of such third parties. User should check the third-party websites to confirm how User's information is collected and used.

• Various third parties are developing or have developed signals or other mechanisms for the expression of consumer choice regarding the collection of information about an individual consumer's online activities over time and across third-party web sites or online services (e.g., browser do not track signals). Currently, myava does not monitor or take any action with respect to these signals or other mechanisms.

## **Purpose of collecting information**

myava uses the Users' Personal Information that myava collects for enhancing User's experience of the Website/Mobile App. Further Personal Information collected and the purpose for which the same is collected is detailed as follows:

- (i) If you submit your details and give us your consent, we may use your data to send you e-mails/newsletters, re-target myava advertisements or re-market our Services using services from third-parties. We collect this data in order to help you register for and facilitate provision of our Services. We use this data to (including but not limited to): (a) show age appropriate content and advertisements, (b) to process your account registration, including verifying User's information is active and valid (c) identify the login information of multiple users from the same device, (d) track your nutrition, weight and fitness regimes, prepare a specific diet plan and training regime for you, (e) enable you to make payments for our Services, (f) to fulfil your request for use of certain features of the Website and/or the Mobile App, (g) to conduct surveys, review and improve the Services, basically for analytics, (h) for myava's billing purposes, (i) provide support to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law or anti-fraud activities/systems, (j) process your requests, enquiries, complaints, customer services and related activities, (k) to communicate about existing or new offers, content, advertisements, surveys, key policies or other administrative information, (l) to enable you to participate in a variety of the Service features and; (n) to identify User as the author of any comments that User makes on the Website or Mobile App,
- (ii) payment related information is collected from you to manage payment processing (this is done through a third-party service provider, who is not permitted to store, retain, or use information you provide except for the sole purpose of payment processing on our behalf),
- (iii) myava may also collect and process Personal Information relating to User's use of myava's Services and any details of any e-mail correspondence or any other social media interactions that User has with myava. myava will collect only as much Personal Information as myava needs for the purposes specified in this Privacy Policy, for purposes specified at the time of collection of the Personal Information, or for other purposes that you consent to in the future; and
- (iv) myava provides User the option, at User's sole election, to upload a profile image that is viewable by other participants of the Services, but this is not mandatory. However, the same may be stored along with your username etc., User may delete User's profile picture at any time by logging into the Mobile App and visiting the profile settings page.

## **How myava Uses the Personal Information**

Except as set forth in this Privacy Policy or as specifically agreed to by User, myava will not disclose any information myava gathers from User on myava's Website, Mobile App and Services. Except as set forth in this Privacy Policy, myava does not share User's Personal Information with third parties for those third parties' direct marketing purposes. myava may provide to third parties information about User that does not allow User to be identified or contacted, including where such information is combined with similar information of other users of myava's Website, Mobile App and Services. For example, myava might inform third parties regarding the number of unique users who visit and/or use myava's Services, the demographic breakdown of the registered users of myava's Services, or the activities that Users engage in while on myava's Website and/or Mobile App.

However, myava will be free to use, collect and disclose information that is freely available in the public domain without your consent.

## **Information Third Parties Provide About User**

myava may, from time to time, supplement the information myava collects directly from User at the Website, Mobile App and through Services with outside records from third parties for various purposes, including to enhance myava's ability to serve User, to tailor myava's content to User and to offer User opportunities that may be of interest to User. To the extent myava combines any non-personally identifiable information myava receives from those sources with User's Personal Information myava collect on the Website, Mobile App and Services, it will be treated as Personal Information and myava will apply this Privacy Policy to such combined information, unless myava has disclosed otherwise.

## **Interactions with Third-Party Websites**

The Website, Mobile App and Services may include functionality that allows certain kinds of interactions between the Website, Mobile App and Services and User's account on a third-party web site or application. The use of this functionality may involve the third-party operator providing certain information, including Personal Information, to myava. For example, when User registers with the Website and/or Mobile App, User may have an option to use User's Facebook, Google or other account provided by a third-party site or application to facilitate the registration and log-in or transaction process on the Website, Mobile App and Services or otherwise link accounts. If myava offers and User chooses to use this functionality to access myava's Website, Mobile App and Services, the third-party site or application may send Personal Information about User to the Website and/or Mobile App. If so, myava will then treat it as Personal Information under this Privacy Policy, since myava is collecting it as a result of User's accessing of and interaction on myava's Website, Mobile App and Services. In addition, myava may provide third-party sites' interfaces or links on the Website, Mobile App and Services to facilitate User's sending a communication from the Website, Mobile App and Services. For example, myava may use third parties to facilitate emails, text messages, blog postings,

tweets or Facebook postings. These third parties may retain any information used or provided in any such communications or other activities and these third parties' practices are not subject to myava's Privacy Policy. myava may not control or have access to User's communications through these third parties. Further, when User use third-party sites or services, User is using their services and not myava's services and they, not myava, are responsible for their practices. User should review the applicable third-party privacy policies before using such third-party tools on myava's Website.

### **Disclosure of information to third parties**

myava may share User's Personal Information, including performance measurement information associated with User's name that is collected or generated at the Website, Mobile App or through the Services. Personal Information may occasionally be transferred to third parties who act for myava for further processing in accordance with the purposes for which the data was originally collected or for purposes to which User has subsequently consented. For example, sometimes a third party may have access to User's Personal Information in order to support myava's information technology or to handle mailings on myava's behalf. If myava transfers User's Personal Information to an outside agent or organization for such purpose, myava will take appropriate measures in an effort to protect User's privacy and the Personal Information myava transfer.

myava may share your Personal Information with various business partners. Some of these business partners may use your personal information to facilitate the offering of services or products that may be of interest to you. We may also share your Personal Information as otherwise described to you at the time of collection.

myava may, in myava's sole discretion, share or transfer Personal Information where permitted or required by law, to comply with legal process, to interact with anti-fraud databases, to protect User's vital interests, to protect the security or integrity of myava's databases or the Website and the Mobile App, to enforce the Terms & Conditions or protect the business or reputation of myava, to take precautions against legal liability, to protect and defend the rights or property of myava , for required institutional risk control, or for resolving disputes, inquiries or complaints with respect to User's use of the Website, Mobile App and Services.

myava reserves the right to disclose and transfer all Personal Information: (i) to an operator of the Website or Mobile App or applicable database provided such entity agrees to be bound by the terms and conditions hereof to the extent applicable; or (ii) to a successor in interest of myava in connection with a merger, consolidation, restructuring, change of control, the sale of substantially all of myava's interests and/or assets or other organizational change, including, during the course of any due diligence process, provided such successor entity agrees to be bound by the terms and conditions hereof.

### **Information User Discloses Publicly or To Others**

●**User-Generated Content and Public Information.** “User Content” is any content, materials or information (including without limitation, any text, information, graphics, messages, photos, images, nutritional information contributed to the Food Database and works of authorship kind), data, questions, comments, suggestions or other content, including personally identifiable information that you upload, send, email, display, perform, distribute, post or otherwise transmit to us, at our request or on your own, on, or through the Services (such as message boards, recipe logging), whether in connection with your use of the Services or through the use of any Third Party Websites or Third Party Services or otherwise, and whether publicly posted or privately transmitted.

●myava or others may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any media or format (currently existing or hereafter developed) and may or may not attribute it to User. Others may have access to this User Content and may have the ability to share it with third parties. Please think carefully before deciding what information User shares, including Personal Information, in connection with User’s User Content. Be aware that public postings (including group messaging with other Users) are not confidential. Please note that the myava does not control who will have access to the information that User chooses to make public, and cannot ensure that parties who have access to such publicly available information will respect User’s privacy or keep it secure. myava is not responsible for the privacy or security of any information that User makes publicly available on the Service, the Mobile App or Website or what others do with information User shares with them on the Mobile App and Website. myava is not responsible for the accuracy, use or misuse of any User Content that User discloses or receives from third parties through the Service.

●**Name and Likeness.** myava may also publish User’s name, voice likeness and other Personal Information that is part of User’s User Content, and myava may use the content, or any portion of the content, for advertising, marketing, publicity and promotional activities, provided that myava will not exercise such rights as to any User Content which identifies User in a public manner, unless User provides a separate consent to myava in writing (email is sufficient) authorizing such use. For full terms and conditions regarding User Content User submits to the Service, please review myava’s Terms & Conditions.

●**Profiles.** A User’s profile page may be, by default, set up to display information such as the User’s display name, images, location (city/state/country), groups that the User has joined and optional information added by User. Profile information is used by myava primarily to be presented back to and edited by User when User accesses the Service and to be presented to others permitted to view that information on the Service. myava may offer users the ability to manage their public profile and use profile preference settings, the functionality and features of which are subject to change from time to time, so visit it frequently to confirm the settings reflect User’s then current preferences and myava recommends that User does not post information or content as part of User’s profile that User is not prepared to make public. Changing setting options may not result in immediate changes to the settings, which are subject to myava’s operations and maintenance schedules. User should carefully consider the use of such settings to improve



information display options and to ensure the settings are properly set and functioning in the manner desired. Notwithstanding the availability of profile preference settings, User should be aware that these settings are for convenience only, do not employ complex data security protection and may not be error free. Further, other users that have access may repost or otherwise make public User's information or content. Accordingly, discretion and good judgment should be exercised when posting information or content as part of User's profile.

● **Use of Anonymous Information.** We may use Anonymous Information (as defined below), or disclose it to third party service providers, to provide and improve the Service. We may also disclose Anonymous Information (with or without compensation) to third parties, including advertisers and partners, for purposes including, but not limited to, targeting advertisements. "**Anonymous Information**" means information which does not enable identification of an individual user, such as aggregated information about use of the Service.

● **Opting Out.** You may choose not to receive future promotional, advertising, or other Service-related notifications from us by changing the notification settings on your device. If you choose not to receive notifications, you may still use the Service but you may not receive, or may be unable to use, certain services that involve our interaction with you.

● **Choice.** At all times, you may choose whether or not to provide or disclose Personal Information. The notices that we provide on the Service in circumstances where we collect Personal Information should help you to make this choice. If you choose not to provide the Personal Information we request, you may still use the Service, but you may be unable to access certain programs and services that involve our interaction with you.

● **Access/Accuracy.** To the extent that you do provide us with Personal Information, we wish to maintain accurate Personal Information. If you would like to delete or correct any other of your Personal Information that we may be storing, you may submit a request to us by sending an email to [support@myjava.com](mailto:support@myjava.com). Your email should include adequate details of your request.

## **Collection of Information by Third-Party Websites**

We may use a reputable third party to present or serve advertisements that you may see on the Service. These third-party ad servers may use cookies, web beacons, clear gifs or similar technologies to help present such advertisements, and to help measure and research the advertisements' effectiveness. The use of these technologies by these third-party ad servers is subject to their own privacy policies and is not covered by our Privacy Policy.

## **Links to Other Websites**

The Service may contain links to third party websites that are not owned or controlled by us. We are not responsible for the privacy practices or the content of such other third-party websites, and you visit them at your own risk.

## **Children's Privacy**

The Service is neither directed to nor structured to attract children under the age of 13 years. Accordingly, we do not intend to collect Personal Information from anyone we know to be under 13 years of age. We will direct potential users under 13 years of age not to use the Service. If we learn that Personal Information of persons less than 13 years of age has been collected without verifiable parental consent, then we will take the appropriate steps to delete this information. To make such a request, or if there are any questions or concerns about the Privacy Policy for the Service or its implementation, please contact us at [support@myava.com](mailto:support@myava.com).

## **Security**

The security of your Personal Information is important to us. We follow generally accepted industry standards, including the use of appropriate administrative, physical and technical safeguards, to protect the Personal Information submitted to us. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect Personal Information, we cannot guarantee its absolute security or confidentiality. If you have any questions about security, you can contact us at [support@myava.com](mailto:support@myava.com).

Please be aware that certain Personal Information and other information provided by you in connection with your use of the App may be stored on your device (even if we do not collect that information). You are solely responsible for maintaining the security of your device from unauthorized access.

## **Our Accountability/Dispute Resolution**

myava uses a self-assessment approach to assure compliance with this Privacy Policy and periodically verifies that the policy is accurate, comprehensive for the information intended to be covered, prominently displayed, completely implemented and accessible and in conformity with the promises in this policy. myava encourages interested persons to raise any concerns using the contact information provided and myava will investigate and attempt to resolve any complaints and disputes regarding use and disclosure of Personal Information in accordance with this policy. For the purposes of the Agreement, the Agreement shall be governed by the laws of India and any dispute arising hereunder shall be referred to exclusive jurisdiction of courts of Bangalore, India.

## **Business Transitions**

In the event myava goes through a business transition, such as a merger, acquisition by another organization, or sale of all or a portion of its assets, User's Personal Information might be among the assets transferred. User will be notified via this Website of any such change in ownership or control of User's Personal Information.

**Reach out Address:**

Thank you for reading our Policy. If you have any questions about this Privacy Policy, you could reach out to us at: [support@myava.in](mailto:support@myava.in)

**Updates/Modifications**

myava reserves the right to amend this Privacy Policy at any time as needed with notice provided to User. Changes will take effect upon User's acceptance of the modified terms and User's continued use of the Website, Mobile App and/or Services.