Privacy Policy

A. Acceptance of Privacy Policy

- 1. This mobile application titled "SafeStone" (referred to as "App") is owned and operated by Safestone Technologies Pvt. Ltd. (referred to as "Safestone" or "us" or "we" or "Company").
- 2. Please read this privacy policy ("**Privacy Policy**") before using App . By visiting the App or setting up/creating an account on the App for availing the Services and clicking on the "I accept Safestone Terms and Conditions and Privacy Policy" button provided on the App, you ("user", "consumer", "you", "your", "yourself" as applicable) accept and agree to be bound by the terms and conditions of this Privacy Policy and consent to the Company collecting, storing, processing, transferring, and sharing information including Your Personal Information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to our **Terms of Service** ("**Terms**") and shall be read harmoniously and in conjunction with them. All capitalised terms used herein however not defined under this Privacy Policy shall have the meaning ascribed to them under the Terms.
- 3. From time to time, we may modify these Privacy Policy by posting modified Privacy Policy on the App. Any amendment is effective from the date it is posted on the App. Any terms and conditions proposed by you are expressly rejected by us and are of no force and effect. You should review this Privacy Policy regularly for changes. You can determine if changes have been made by checking the "Last Updated" legend above. Your acceptance of the amended Privacy Policy shall signify Your consent to such changes and agreement to be legally bound by the same.
- 4. This Privacy Policy (i) will be considered to be an electronic record under the Indian data privacy laws including the Information Technology Act, 2000 and Digital Personal Data Protection Act, 2023 read with rules and regulations made thereunder and as amended from time to time; and (ii) will not require any physical, electronic, or digital signature by the Company.

B. Our commitment to privacy

- 1. Protecting consumer privacy is very important to us. This Privacy Policy informs you about our use and disclosure of personal information collected through this App.
- 2. We believe that information used responsibly benefits consumers and the economy, whether it is information we house on behalf of consumers conducting transactions or information we collect on behalf of our business clients. In addition, we strive to better serve our customers by offering goods and services that we believe fit their needs and interests. When identifying an opportunity, we may use aggregated consumer information in an effort to identify customers who may be interested in that opportunity.
- 3. We are also committed to ensuring the highest standards of security to ensure data privacy is maintained. We protect personal information against unauthorized access (both physical and logical). Access rights best practices are implemented for ensuring the safety and security of personally identifiable information (PII). It means only authorized personnel can access PII, with the minimum rights

- necessary for performing one's responsibilities. We never share or sell any information (including user data) to third parties.
- 4. These policies guide us in the collection, use and processing of information as well as setting our employee's responsibilities in protecting your privacy. We use personal information about consumers, customers and users only in a manner consistent with these policies.

C. Cookies

- 1. A "cookie" is an identifier that we transfer to user's computer hard drive through user's web browsers to enable our systems to recognise user's browsers and interact more efficiently with customer's and user's computers.
- 2. The App uses cookies only to aggregate information about the pages that users visit so that we can update and redesign the App, as necessary, in order to provide you with the most useful information.
- 3. We do not disclose domain name or aggregate information to third parties other than related bodies corporate and vendors who assist us with the App and Services provided through the App and who are under strict confidentiality requirements. You can generally configure your browser to accept or reject all cookies or notify you when a cookie is used. We suggest that you refer to your browser instructions or help screens to learn more about these functions, bearing in mind that if you configure your browser so as to not receive any cookies the functionality of the App will be lost and may affect the functionality of other web sites.

D. Registration and Profile Information

- 1. When you register to use the Services or update your profile, we may collect various kinds of information about you including your name, username, phone number, sms addresses, photos, email addresses and date of birth. It might also include locations, information about emergencies and incidents and contact details of your friends, family and guardians. Information we collect when you interact with Mobile Software
- 2. We collect personal information of the actions taken while using or interacting with Services such as adding friends, family members and other persons you interact with, location information or information related to emergencies and incidents and communications that occur during and after such events. By agreeing to our Terms of Use you acknowledge that personal information of third parties may be obtained as a result of your use of the Service. You warrant that you shall only use the Services in accordance with our Terms of Use, and that Mobile Software will not be responsible for any personal information obtained in contravention of these terms.

E. Collection of information

1. The nature of the personal information we collect about you online generally consists of your name, mailing address, e-mail address, mobile number, passwords and the financial information such as bank account information, PAN, GSTIN, credit/debit/payment card details, UPI ID etc. and the company you represent. All information disclosed by You on the App shall be deemed to be shared willingly by You and without any coercion. No liability pertaining to the authenticity, genuineness, misrepresentation, fraud, negligence, etc. of the information disclosed by You shall lie on the Company. If you provide information

- about another person to us, you warrant that you are authorised to do so and that you will inform that person of who we are and that we will use and disclose their information as set out in this Privacy Policy. If you provide incomplete or inaccurate information to us, we may not be able to provide you with the services you are seeking.
- 2. The Company may collect non-personal information relating to Your activities while accessing the Service or other information from and about the devices through which the App is used including SDK/API/JS code version, browser, internet service provider, IP Address, operating system, browser type, cookie information, timestamp, application identifier, application version, application distribution channel, independent device identifier, Android ad master identifier, network card (MAC) address, and international mobile device identification code (IMEI), the equipment model, the terminal manufacturer, the terminal device operating system version, the session start / stop time, location, language, the time zone and the network state (WiFi and so on).
- 3. In addition to the profile information, You may also tell us Your exact location if You choose to enable Your computer or mobile device to send us location information. The Company may use and store information about Your location to provide features of the Service to You and to improve and customize the Service and provide location based Services to You.
- 4. We use the information that we collect on the App, as mentioned above, to:
- a. Contact you so that we can provide you with the information you have requested, assess and process any application you make for services;
- b. Facilitate login, registration and management of your account on the App;
- c. Provide You Services and administer and improve the Services;
- d. Remember Your Personal Information so that You are not required to re-enter it the next time You visit the App;
- e. Perform our administrative operations, including accounting, risk management, record keeping, archiving, systems development and testing, credit scoring and staff training;
- f. Validate the user's rights to view the information provided and confirm Your identity directly and/or through third parties. This information is also used by us as an audit of activity against your entity's information and records. We also may use and hold personal information, which is provided to us in connection with services that you request, for the purposes (as relevant) of:
- g. Complying with legislative and regulatory requirements or as otherwise permitted or authorised by law;
- h. Communicating with You through mail, e-mail, and telephone or through any other mode of communication, in connection with the Service, or other products or services of the Company;
- i. Use such information for internal purposes such as auditing, data analysis, research and improvement relating to the App or the Service;
- j. Use such information for promotion and marketing purposes;
- k. Considering any other application or request, you may make to us;
- l. Managing our rights and obligations in relation to external payment systems
- m. Conducting market and customers satisfaction research;

- n. Developing, establishing and administering alliances and other arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of our respective products and services; and
- o. Developing and identifying products and services that may interest you.
- 5. We do not seek to collect nor store information about anyone's ethnic origins, political or religious beliefs, trade union membership, sexual preferences or criminal record. If you provide these and other types of sensitive information to us, then by doing so, you consent to our collection of that information and to the use and disclosure of that information as set out in this privacy policy.

F. Use and disclosure of information

- 1. Information collected by us in relation to electronic transactions is used to process those transactions and so will be disclosed to the parties to the transaction, their respective financial institutions and third parties involved in the transaction chain. Other information is used to provide and administer the provision of services to you, managing our rights and obligations under contracts and at law, systems development and testing, in connection with alliance arrangements and identifying and marketing the products or services provided by us, our related bodies corporate or alliance partners that we think may be of interest to you and telling you about them. If you do not want to receive this information, please let us know. In common with many other businesses, we use agents and other third parties to conduct certain activities on our behalf and provide certain services to us. For this purpose, we may need to provide these third parties with your information, including personal information. The types of organisations to which we may disclose customer's, consumer's or users personal information includes:
 - a. Our agents, contractors and external advisers whom we engage from time to time to carry out, or advise on, our functions and activities and you authorise them to seek disclosure of your information including credit information for this purpose;
 - b. Your agents and contractors, including your referees and your legal or financial advisor, executor, administrator, trustee, guardian or attorney if you authorise them in writing to seek disclosure of this information;
 - c. Your franchisor (if applicable) and any person or organisation that introduces you to us;
 - d. Any other financial institution with whom you have a current account, to the extent required to render the Services:
 - e. Regulatory bodies, government agencies, multi-jurisdictional agencies, law enforcement bodies and courts, to the extent required by any applicable law;
 - f. Debt collecting agencies, to the extent required for rendering the Services or otherwise in relation to the Services;
 - g. Other organisations with whom we have alliances or arrangements, (including reward programs) for the purpose of promoting our respective products and services:
 - h. Anyone supplying goods and services to you in connection with a rewards program or other alliance associated with the Services;
 - i. External payment systems operators and participants (eg. credit card payment systems (eg. Visa or MasterCard) or debit payment systems);

- j. Your and our insurers or prospective insurers and their underwriters;
- k. Your co-applicants (being directors or any other person authorised by your employer), sureties, guarantors and prospective co-applicants, sureties, guarantors and co-guarantors for the purposes of considering whether to provide a guarantee and indemnity or security;
- l. Any person considering purchasing a contract entered into by you from us and that person's advisers, persons involved in assessing the risks and funding of the purchase and, after purchase, the purchaser and any manager on an ongoing basis;
- m. Any person to the extent necessary, in our view, in order to carry out any instruction you give to us; (Unless you inform us in writing not to) other organisations including our related bodies corporate (and our agents and their agents) for the marketing of their products and services.
- 2. We may need to disclose your information, if such action is necessary to: (a) comply with a legal obligation; (b) protect and defend the rights or property of Safestone, including to enforce agreements, policies, and Terms of Use; (c) protect the personal safety of Safestone, the users of the App, or any person, in an emergency; (d) protect Safestone from incurring any legal liability; (e) firms representing Safestone in judicial proceedings and/or any legal, accounting and auditing firms providing services to Safestone; and (f) for reasons incidental to the above. In such an event the Company shall be under no obligation to inform you or seek your approval or consent.
- 3. The Company shall be at liberty to disclose your information to: (i) any third parties who provide services, such as auditing, data analysis, App improvement and assistance with delivery of content, relevant marketing messages and advertisements.
- 4. Where such disclosure occurs, we will require these third parties to keep your information confidential and use it only for the purposes for which we are permitted to use it. In addition, we may be required or permitted by law to use and disclose your personal information, (such as disclosures to law enforcement bodies and government agencies to prevent fraud or other malicious activities). There may also be circumstances in which we consider a customer or user has, by their actions, released us from our duty of confidentiality or has consented to the disclosure of personal information about them without actually stating that this is the case.

G. Commercial Electronic Messages

- 1. By giving us your electronic address/contact details, you consent to us sending to you commercial electronic messages in order to provide you with information and tell you about products and services, including those of third parties, which we consider may be of interest to you. You warrant that you have authority either as or on behalf of the relevant electronic account holder to provide this consent and that we may continue to send commercial electronic messages to your addresses until you withdraw your consent.
- 2. We are committed to protecting the confidentiality of personal consumer information We limit access to your personal information to those of our employees and employees of our related bodies corporate and our alliance partners who need your personal information to fulfil their business

responsibilities, except as otherwise provided herein. Such employees must adhere to our privacy policies. Employees violating these policies may be subject to disciplinary action, up to and including dismissal. Our service providers and other outside contractors are subject to contractual requirements to ensure that your personal information is safeguarded.

H. We use appropriate security safeguards

- 1. At Safestone, security is a priority. We employ appropriate measures to protect personal information against unauthorised access, disclosure, alteration or destruction. These may include, among others, encryption, physical access security and other appropriate technologies.
- 2. We continually review and enhance our security systems as necessary.
- 3. As such, we may ask you to identify and authenticate yourself when accessing this App or when dealing with you through other media.
- 4. We are not responsible for any information that may be lost if we terminate your User Session Data during prolonged periods of inactivity whilst accessing this App.

I. Requests for access

- 1. If you require access to your personal information maintained by us, please contact us at team@safestone.org. If we cannot give you access to your personal information, we will give you reasons. Cardholders requesting information may also wish to contact their issuer institution with their access request as their card issuer would hold more complete information about them. The card issuer institution may also seek cardholder personal information from us and forward it to the cardholder.
- 2. Where information is collected by us directly from consumers or sources other than our business customers, we will permit such sources, if possible, to dispute or correct any erroneous, incomplete or out-of-date personally identifiable information. Of course, this correction is not possible if the information is proprietary to one of our business customers, reflects historical transaction information or if correction would violate the privacy or legal rights of a third party. Where applicable, we abide by laws related to such information. You can also correct factual errors in your personally identifiable information by logging in your account (if such access is provided to you) or sending us a written request that credibly shows error. We reserve the right to independently verify any such claims made. To protect your privacy and security, we will also take reasonable steps to verify your identity before making corrections. In the event that we are unwilling to correct personal information, we will provide you with the reasons for our decision. In the event there is any change in your personal information, you should update the same to us by writing to us at team@safestone.org
- 3. We reserve the right to charge for providing you any information in connection with your request (although such a fee will not apply to the lodging of a request for access).

J. Consent

1. We may use and disclose personal information provided to us about users, customers and cardholders to third parties as described earlier in this Privacy Statement.

- 2. Where we collect information through this App, you will be asked whether you consent to the use and disclosure of your personal information as described earlier in this Privacy Statement.
- 3. To change your selection, update your contact details or retrieve and change your registration information, or withdraw your consent, please contact us using the contact details shown on the App.
- 4. We hold ourselves accountable to our privacy principles. We may alter this Privacy Policy as needed for certain products and services and to abide by local laws or regulations.

K. Intellectual Property

- 1. All present and future rights in and to trade secrets, patents, copyright, trademarks, service marks, know-how and other proprietary rights of any type arising at law, including rights in and to all applications and registrations relating to this App (including but not limited to all data contained on this App relating to you and your associated customer ("Data"), information, text, look and feel, material, graphics, software and advertisements) (the "Intellectual Property Rights") shall, as between you and us, at all times be and remain the sole and exclusive property of Safestone Technologies Pvt. Ltd. You assign upon creation all Intellectual Property Rights to us.
- 2. You do not acquire any rights or licences in or to the Intellectual Property Rights, the App and materials contained within the App other than the limited right to use the App in accordance with the Terms. You agree to protect the Intellectual Property Rights of Safestone Technologies Pvt. Ltd. and all others having rights in the App during and after the term of this Agreement and to comply with all reasonable written requests made by Safestone Technologies Pvt. Ltd. or its suppliers of content (including Data) ("Content"), equipment or otherwise to protect their and other's contractual, statutory and common law rights in this App.

L. Revisions of Data

- 1. You and Your associated customer are responsible for all revisions to the information provided by you. You accept responsibility as a representative of your associated customer and represent your associated customer in all access and use of this App.
- 2. You acknowledge and agree that Safestone Technologies Pvt. Ltd. relies in good faith on any revisions to the information provided by you and does not take any steps to verify the accuracy of any revisions to the information provided by you.

M. Disclaimer

- 1. Whilst we have and will continue to make great efforts to include accurate and up to date content on the App, we make no warranties or representations, express or implied, as to the accuracy or completeness of the content contained or referenced therein and all content is provided to you "as is". Any warranties regarding the content or other services provided, which may be implied by law, statute or otherwise are excluded to the fullest extent permitted by law.
- 2. You agree that your use of the App is at your sole risk and acknowledge that the App and anything contained within the App, including but not limited to, content, services, goods or advertisements are provided in their then state and condition,

- subject to all latent and patent defects. We exclude all warranties except for all non-excludable statutory warranties.
- 3. We do not warrant that this App is compatible with your equipment or that this App is free from errors or viruses, worms or "Trojan horses" and is not liable for any damage you may suffer as a result of such destructive features. You agree that security risk cannot be completely eliminated while using the internet.
- 4. Safestone assumes no liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond its control. You agree that Safestone Technologies Pvt. Ltd, its suppliers and its third-party agents shall have no responsibility or liability for:
- 5. Any injury or damages, whether caused by the negligence of Safestone Technologies Pvt. Ltd, its employees, subcontractors, agents, suppliers or otherwise arising in connection with this App and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against Safestone Technologies Pvt. Ltd by any other party; or
- 6. Any fault, inaccuracy, omission, delay or any other failure in this App caused by your computer equipment.

N. Links to Third party Apps

- 1. The content of other websites or applications, services, goods or advertisements that may be linked to App is not maintained or controlled by us. We are therefore not responsible for the availability, content or accuracy or privacy practices of other websites or applications, services or goods that may be linked to, or advertised on, this App. Where the App contains hyperlinks to websites or applications operated by third parties these linked Apps are not under the control of us and we are not responsible for the contents of any linked App. We provide these hyperlinks to you for convenience only and the inclusion of any link does not imply any endorsement of the linked website or application by us. You link to any such website or application entirely at your own risk. We do not:
 - a. Make any warranty, express or implied, with respect to the use of the links provided on, or to, this App;
 - b. Guarantee the accuracy, completeness, usefulness or adequacy of any other website or application, services, goods or advertisements that may be linked to this App; or
 - c. Make any endorsement, express or implied, of any other Apps, services, goods or advertisements that may be linked to this App.
- 2. This app may also contain third party advertisements which contain embedded hyperlinks to websites or applications operated by third parties. All third-party advertising is paid for by the relevant third-party advertiser, which you can accept by linking to the third- party advertisers and are not recommendations or endorsements by us. The third- party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services you agree to purchase from the third-party website or application. We are also not responsible for the reliability or continued availability of the telephone lines, wireless services, communications media and equipment you use to access this App. This Privacy Policy is not applicable to such third party links or websites or applications and the data collected by them. We suggest that you should read the

- privacy policy of such third party websites/applications/links, before sharing your information with them.
- 3. Limitation of Liability As the Internet relies on telecommunications services, we cannot guarantee that this App will always be available or free from fault, errors or viruses. The Terms of Use govern our provision and your use of this App. Our liability for the provision of this App and the goods and services via this App is limited to supplying the services again or reinstating the availability of the App or paying the cost of having the services supplied again or in the case of goods, resupplying the goods or replacement goods or paying the cost of having the goods supplied again. You agree that you use this App at your sole risk. You agree that any content downloaded by you is done so entirely at your own risk and you shall be solely responsible for the consequences of downloading any such content. Under no circumstances, including but not limited to negligence, shall we, our suppliers and our third party agents be liable to you for indirect, incidental, consequential, special, punitive or exemplary damages even if our authorised representative has been advised specifically of the possibility of such damages, arising from use of or liability to use the service or any links or items on the service or any provision of the Terms of Use, such as but not limited to, loss of revenue or anticipated profits or lost business. Under no circumstances, including but not limited to negligence, shall we, our suppliers and our third-party agents be liable to you for any damage, cost, loss or expense incurred by you arising out of or in connection with any revision of Data executed by you. Under no circumstances shall we be liable to you for any amount (if any) in excess of any fee payable by you for the right to use this App, during a period of 30(thirty) days, immediately preceding the date of the claim.
- 4. Indemnification You shall at your expense indemnify, defend and hold harmless Safestone Technologies Pvt. Ltd. and its employees, representatives, Suppliers and agents, against any claim, suit, action or other proceeding, brought against Safestone Technologies Pvt. Ltd., its employees, representatives, Suppliers and agents, by a third party, to the extent that such claim, suit, action or other proceeding brought against Safestone Technologies Pvt. Ltd., its employees, representatives, suppliers and agents is based on or arises in connection with this App, or any links on this App, including, but not limited to:
 - a. Your use of or someone using your computer or mobile device to use this App
 - b. Your use of or someone using your account, where applicable
 - c. A breach of these Privacy Policy by you or someone using your computer or account
 - d. A claim that any use of this App by you or someone using your computer or account infringes any Intellectual Property Rights of any third party or any right of personality or publicity, is libellous or defamatory or otherwise results in injury or damage to any third party
 - e. Any revisions, deletions, additions, insertions or alterations to, or any unauthorised use of, this App or the content (including the Data) by you or someone using your computer or account; or
 - f. Use the App or information in a manner that breaches any applicable law, including any privacy law, without the prior written consent of Safestone Technologies Pvt. Ltd.

O. Responsibilities of User

You acknowledge and agree that you are responsible for:

- 1. At the request of Safestone Technologies Pvt. Ltd., providing such information and assistance as are reasonably required by Safestone Technologies Pvt. Ltd. in order for Safestone Technologies Pvt. Ltd. to meet its obligations under these Privacy Policy;
- 2. Complying with all reasonable directions and instructions of Safestone Technologies Pvt. Ltd. in relation to your use of the App provided prior reasonable notice is given to you of any of the same;
- 3. Taking every reasonable precaution in the use of the App to prevent contamination and diffusion of any software or hardware contamination including viruses, worms or "Trojan horses";
- 4. The accuracy of revisions to the information provided by you on the App;
- 5. Taking every reasonable precaution to ensure that access to the App and the information is restricted to those persons (including subcontractors and agents) who are authorised users of the App;
- 6. Not sharing your user id and password (if applicable) with any third party;
- 7. Changing your password on a regular basis; and
- 8. Using this App in accordance with all applicable laws and regulations.

P. Suspension or Discontinuation

Safestone Technologies Pvt. Ltd. may at any time, without liability, suspend or discontinue the operation of this App generally or your access to or operation of this App.

Q. Information from Persons of Age 13-18 Years

- 1. If you are a minor less than 18 years old but more than 13 years in age, please do not register for the Services or provide any personal information about yourself to us, without the written consent of your parent/guardian.
- 2. If we learn that we have collected personal information from a minor, without proper consent or authorisation from the parent or guardian, we will delete that information and discontinue our services provided in relation to the App to such minor person.
- 3. If you are a parent of a minor, you may provide us with personal information about the minor to use as part of the Services and we will treat it in accordance with this Privacy Policy.

R. Retention of Information

1. We shall retain your personal information such duration as may be required for providing the Services or for any other purposes specified herein, or as may be required or permitted by the applicable laws.

2. In the event You desire to withdraw Your consent or delete Your Personal Information collected by the Company, You can do so by contacting us at team@safestone.org

S. Governing Law

The Privacy Policy shall be governed and construed in accordance with the laws of India and the Courts of Mumbai, India shall have the exclusive jurisdiction.

T. **CONTACTING US**

Any questions about this Privacy Policy should be addressed to: Name: Adithya Binoy at adithya.binoy@safestone.org
Address: H4, Everard Nagar, Eastern Express Highway, Sion, Mumbai, 400 022