

## **Privacy policy**

We/ CALLMATEZ , are an internet based mobile phone application by we Callmatez private limited , and this document uses the words “we” and “CALLMATEZ ” interchangeably, and “you” and “users” interchangeably. The expression “we” covers both CALLMATEZ and Callmatez private limited , as and when the context allows. Terms “We”, “CALLMATEZ ”, Callmatez private limited ”, covers their respective current or former employees, officers, directors, agents, successors, assigns, parents, subsidiaries, divisions or affiliated corporations. The users’ right to privacy is of paramount importance to CALLMATEZ community.

We take data security and privacy with critical importance. We obligate ourselves to maintain a no-leak and no-disclosure business as any private and sensitive data must receive proportioned protection. In our application, users and providers / ‘executives’, are in control and can decide what they want to share and what they prefer to keep private.

- Any information you share with us by your own choosing is ‘redacted’, ‘obscure’, and ‘censored’ from everyone, including the employees of CALLMATEZ , as well as the external executives we bring in, for your engagement.
- The information or data you share with our executives or otherwise, is for “your eyes only”. We only retain the basic minimum information like user id, mobile number, email ID, for the registration process.
- We do not send you messages without your permission.
- We send promotional messages with an option to opt-out at any time.
- We do not share data with any third party, whatsoever.

However, CALLMATEZ may, with your implied permission, use the basic information and data provided by you, to provide a more personalized online experience.

CALLMATEZ stores any data entered by the user, in a very secured format deterring any leakage or misuse. 1No “sensitive personal data” is collected or stored and used as per the required legal guidelines. We emphasize and actively inform all users to avoid sharing any “sensitive personal data” with anyone related to, or connected to, or representing CALLMATEZ .The only purpose of collecting any basic or required information is to provide you with a more secure experience to the real-time users and enable the ‘executives ’ to address and engage the users, coherently and cogently.

In general, you can visit CALLMATEZ ’s portal without telling us who you are and without revealing any information about yourself. There are times, however, when CALLMATEZ may need information from you. Only in such incidences, as disclosed, CALLMATEZ reserves the right to gather the information and use it according to the terms mentioned. CALLMATEZ does not rent, sell, or share personal or any other form of information about you to anyone, including non-affiliates, except to provide the services as agreed or intended to be generally provided through the CALLMATEZ application or any other service you've specifically requested, when CALLMATEZ has your permission.

CALLMATEZ provides your redacted and censored information to unspecified executives (as defined in the disclaimer) who timely engage with CALLMATEZ under strict confidentiality agreements and non disclosure contracts.

However, CALLMATEZ as per law, is legally bound to disclose information that any government organization with proper instructions from the court of law, in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, or as otherwise required by law.

CALLMATEZ , as far as its publishing and online involvement is concerned, is only an intermediary as defined under the “Information Technology Act, 2000” and “Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021”, and does not modify and edit or in any way manipulate user-generated contents (if any), and therefore, is protected under law.

**Information collected directly:**

CALLMATEZ may, at times, receive or collect some information to operate, provide, improve, understand, support, and market 2our services, including when you install, access, or use our services. The types of information we receive and collect depend on how you use our services.

When a user enquires about, registers for, or uses our services, websites or application, then the mechanics of the system may need to procure (off course with your consent) some basic identification data - including your user id, e-mail address and phone number.

CALLMATEZ is a portal which brings two individual set of parties at the same platform. Though we cannot be held directly or vicariously liable by conduct or disclosure of either party (considering we do not ask for any personal or typical information to be disclosed by either party or monitor the information shared at our mobile application), we do go to extra lengths to ensure your rights are protected and privacy is maintained at all costs. However, parties are bound to secure each other’s information in accordance with law and maintain each other’s privacy integrity, and ethics and are individually liable for any violations.

**Other policy issues:**

Parties are urged not to share sensitive personal information or core medical issues as CALLMATEZ is not a medical facilitator or in any way certified to practice medicine or advice professionally. While under our privacy policy if such information are shared by any party, this would be to their own volition and such data shall be protected as far as reasonably possible by us, however, we can not take responsibility for any information which the user may have chosen to share on CALLMATEZ mobile application on their own volition or otherwise.

CALLMATEZ reserves the right to alter any of the conditions without prior notice to any of the parties. CALLMATEZ stays committed to protecting the data of both parties.

CALLMATEZ takes no responsibility and account for the consensual exchange of information between the real-time user and executives (as defined in the disclaimer) and the post effect or events following with the sharing of the data between the parties.<sup>3</sup>

**Payments Data:** When you use our services for purchases or other financial transactions, we process additional information about you, including payment account and transaction information. Payment account and transaction information include information needed to complete the transaction (this includes information about the payment method, amounts involved). If you use our payments services, our privacy practices are described below:

When any party registers to use services making or giving payments,

we receive your bank's name and confirm the bank account for use. If you do not have a BHIM UPI PIN already for your bank account, you can set one using your partial debit card number, expiry date, PIN (if required by your bank), and bank-issued one-time password (OTP) to set up a BHIM UPI PIN.

We **DO NOT RETAIN** any user's sensitive payment data (any debit card number, expiry date, PIN, OTP, or BHIM UPI PIN), as per law. We don't have access to the BHIM UPI PIN because it is encrypted by Common Library (CL) software provided by National Payments Corporation of India.

If you would like to manage, change, limit, or delete your payment information, we allow you to do that through your Payments settings or by deleting your account.

**The extent of application services:** Our services do not provide access to emergency services or emergency services providers, including the medical, police, fire departments, or hospitals, or otherwise connect to public safety answering points. You should ensure you can contact your relevant emergency services providers in your relevant city or local administration. Our services are limited to providing general non-certified advisory, discussions and guidance only.

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE.

WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE 30PERATIONAL, ERROR-FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES.

YOU RELEASE **US**, OUR SUBSIDIARIES, AFFILIATES, OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, DISPUTE,

OR DAMAGES (TOGETHER, "CLAIM"), KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD-PARTIES. YOUR RIGHTS WITH RESPECT TO THE PARTIES ARE NOT MODIFIED BY THE FOREGOING DISCLAIMER IF THE LAWS OF THE COUNTRY OR TERRITORY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT.

Indemnification: If either the 'users' or the 'executives' or any party on their behalf or a third party brings a claim (including a "Third-Party Claim") against us, in relation to any party's actions in re.

CALLMATEZ, or any other use of our services by you, you will, to the maximum extent permitted by applicable law, indemnify, and hold CALLMATEZ and its employees and directors, harmless from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of our services. Dispute Resolution and Governing Law: The law governing any dispute arising out of or related to CALLMATEZ shall be under express jurisdiction of courts at 'New Delhi', central district court. The 'Governing Law' would be Indian Law. All disputes shall be referred to 'Arbitration' under sole arbitrator, appointed mutually or through FICCI, and shall either be a lawyer or the High Court or a retired District Judge or a retired senior Bureaucrat with the Government of India.

Arbitrator's fee shall not be more than as provided for in the 'model fee' under the Arbitration and Conciliation Act, 1996, and the language used, shall be English<sup>4</sup>With regard to parties based out of India, as we are an Indian party, registered in India, with primary place of business based out of India, it would be assumed that the subject matter of any dispute arose in India and shall be subject to the substantial law of India. This Policy, should you choose to proceed to use any of our services, bind you legally, and this document expressly bars the jurisdiction of any other court or forum not based out of New Delhi, India. 4