# **Privacy Policy**

Protecting your privacy is very important to us, thus we have developed this Privacy Policy to protect your personal information and keep it confidential. This Privacy Policy applies to all of the services and websites and mobile applications offered by TraveLibro or its subsidiaries or affiliated companies. If you have any questions about this Privacy Policy, please feel free to contact us through our website or write to us at info@travelibro.com. Should you select 'PRIVATE (FOLLOWERS ONLY)' in your privacy settings, then, this option allows only your Followers to view all sections of your Travel Profile, Local Life and My Life including your Photos, Videos, Albums, Itineraries, Journeys, etc. Everyone else who is not your Follower on TraveLibro gets to view only your Profile information and Travel Map.

### 1. Information we receive and how it is used

#### Your information

Your information is the information that's required when you sign up for the site, as well as the information you choose to share.

## (a) Information we receive about you

We receive a number of different types of information about you, including:

### i. Registration information:

When you sign up for TraveLibro, you are required to provide information such as your name, email address, birthday, profession, country or city you live in along with your travel preferences. Company collects personal information when you register with us, when you use our products or services, when you visit TraveLibro.com pages, when you install TraveLibro Mobile Application. TraveLibro may combine information about you that we have with information we obtain from business partners or other companies. When you register with us through Facebook we extract or ask for information such as your name, email address, birth date, gender, pin code, occupation, industry, and personal interests. Once you register with TraveLibro and log in to its services, you are not anonymous to us. TraveLibro is the sole owner or license holder of the information collected on this and other sites maintained and owned by the company. Company believes in keeping its users' personal data private and confidential.

## ii. Information you choose to share:

We receive and store any information you enter on our Services or provide to us in any other way. The types of Personal Information collected may include your name, email address, birthday, Twitter, Google, and/or Facebook usernames, location, use information regarding your use of our Services, and browser information. Your information also includes the information you choose to share on TraveLibro, such as when you start a journey, record past travels, upload a status, check-in at a location, etc. or when your friends upload information about you etc. It also includes the information you choose to share when you communicate with us, such as when you contact us using an email address, or

when you take an action, such as when you add a friend, like a Page, add a place to your story, use our contact travel partners etc. Your name, profile pictures and / or cover photos, travel map, itinerary (ies) and username (email address) are treated just like information you choose to make public. Your birthday allows us to do things like show you age-appropriate content and advertisements. We also automatically receive your location when you use the Services. We use various technologies to determine location, such as location services of the applicable operating system or browser and sensor data from your device that may, for example, provide information on nearby Wi-Fi- access points and cell towers. The Personal Information you provide is used for such purposes as allowing you to set up a user account and profile that can be used to interact with other users through the Services, improving the content of the Services, enabling you to share your location and moments with others, customizing the advertising and content you and your friends may see (including TraveLibro or third-party advertising or content), and communicating with you about specials and new features. Your Services account will be associated with your email and this account will be used for all our Services that you use. We may also draw upon your Personal Information in order to adapt the Services of our community to your needs, to research the effectiveness of our network and Services, and to develop new tools for the community.

## **(b)** Other information we receive about you

We also receive other types of information about you:

- i. When you post things like photos or videos on TraveLibro, we may receive additional related data (or metadata), such as the time, date, and place you took the photo or video.
- ii. We receive data from or about the computer or mobile phone or to access TraveLibro, including when multiple users log in from the same device. This may include network and communication information, such as your IP address or mobile phone number, and other information about things like your internet service, operating system, location, the type (including identifiers) of the device or browser you use, or the pages you visit. For example, we may get your GPS or other location information so that we may request device information to improve how our website works on your device.
- iii. We receive data whenever you visit our website that uses TraveLibro on third party sites with a TraveLibro feature (such as a social plugin), sometimes through cookies. This may include the date and time you visit the site; the web address, or URL, you're on; technical information about the IP address, browser and the operating system you use; and, if you are logged in to TraveLibro, your User ID and your entire profile at TraveLibro.
- iv. Sometimes we get data from our affiliates or our advertising partners, customers and other third parties that help us (or them) deliver ads, understand online activity, and generally make TraveLibro better. For example, an advertiser may tell us information about you (like how you responded to an ad on TraveLibro or on another site) in order to measure the effectiveness of and improve the quality of ads. We also put together data from the information we already have about you, your friends, and others, so we can offer and suggest a variety of services and features. We may provide data to our advertising partners or customers, or have combined it with other people's data.

## (c) <u>Using Facebook data</u>

If you decide you would like to sign-up with TraveLibro services using the using the "Connect to Facebook" option, then you are giving TraveLibro access to Your 'basic account information' (including your date of birth) and 'public information' which is defined by Facebook as per the definitions provided at http://developers.facebook.com/policy/#definitions; You authorize TraveLibro to access your data / information (including 'basic account information' and 'public information') from www.facebook.com, even while you are not online on TraveLibro; You authorize TraveLibro to pull 'posts' & pictures from your Facebook account; You authorize TraveLibro to push 'posts' & pictures to your Facebook account. TraveLibro undertakes not to transmit and/or transfer your this 'data / information' to any other third party, which is primarily pulled / pushed from / to your Facebook account. You authorize TraveLibro to access 'your information' as available on Facebook for the purposes of enhancing our user experience on our website. In the event of any conflict between the privacy policy of TraveLibro and the privacy policy of Facebook, the privacy policy of TraveLibro shall prevail.

## (d) <u>Public information</u>

When we use the phrase "public information", we mean the information you choose to make public, as well as information that is always publicly available. If you chose to make and keep your information Public, your information then is always public. In that event, there is no privacy setting applicable for you to choose who may or may not see some or part of your information. 'Everyone' will be able to see it. Your profile becomes publicly accessible on the internet, and potentially every individual in the world can see it. When you use the Services, certain information is public, such as your public user profile information, public trips (including their texts, photos and other information related to the trip), travel stats, badges, and lists of friends and/or followers (as applicable to a particular Service), and may be searchable by search engines and be shared with or disclosed to third parties, to a wide range of users and services. We may also share or disclose aggregated and anonymous data, such as de-identified location data (that is, not tied to individual users), to third parties, including users you may follow, for analytical or other purposes. Certain Personal Information may be made available to third party developers if you or your "friends" use third party apps, for example by sharing your trips to Facebook or Twitter. You should review the policies of third party apps and websites to ensure that you are comfortable with the ways in which they use and disclose the information you share with them. We do not guarantee that they will follow our rules or our Privacy Policy. Note that your friends will also be able to see which third party apps that you use.

Choosing to make your information public also means that this information:

- i. can be associated with you (i.e., your name, profile pictures, email ID, age, travel preferences, profession, itinerary(ies) and travel map etc.) even off TraveLibro;
- ii. can show up when someone does a search on TraveLibro or on a public search engine;
- iii. will be accessible to the TraveLibro-integrated applications, and websites you and your friends use; and

iv. will be accessible to anyone who uses our API's.

### (e) <u>Username</u>

Username is only your email address and nothing else. Alternatively, you will be able to login with your facebook, twitter or google plus user id and password. Once done, you will be bound and governed by their terms of use, legal, privacy policy and all other rules and regulations of Facebook, Twitter or Google respectively from time to time, in addition to the present policies and rules.

### (f) How we use the information we receive

We use the information we receive about you in connection with the services and features we provide to you and other users like your friends, our partners, the advertisers that purchase ads on the site and websites you use. For example, in addition to helping people see and find things that you do and share, we may use the information we receive about you:

- To protect the rights, property, or personal safety of TraveLibro, its users and the public as a part of our efforts to keep TraveLibro products, services and integrations safe and secure;
- ii. To respond to claims that any Content violates the rights of third-parties to protect TraveLibro's or others' rights or property;
- iii.to provide you with location features and services, like telling you and your friends when something is going on nearby;
- iv. to measure or understand the effectiveness of ads you and others see, including to deliver relevant ads to you;
- v. to make suggestions to you and other users on TraveLibro, such as: suggesting that your friend to use our travel agent (save and except that TraveLibro takes no liability or responsibility for any performance or act of such other third party of travel agent) because you found friends using it, suggesting that another user add you as a friend because the user imported the same email address as you did, or suggesting that your friend tag you in a picture or an itinerary they have uploaded with you in it; and
- vi.for internal operations, including troubleshooting, data analysis, testing, research and service improvement, to comply with legal processes and to enforce the Terms of Services
- vii. Granting us permission to use your information not only allows us to provide TraveLibro as it exists today, but it also allows us to provide you with innovative features and services we develop in the future that use the information we receive about you in new ways.
- viii. While you are allowing us to use the information we receive about you, you always own all of your information. Your trust is important to us, which is why we don't share information we receive about you with others unless we have:
- ix.given you notice, such as by telling you about it in this policy; or
- x. removed your name and any other personally identifying information from it.
- xi.Of course, for information others share about you, they control how it is shared and we may use it like any other information without distinguishing it.
- xii. We store data for as long as it is necessary to provide products and services to you and others, including those described above. Typically,

information associated with your account will be kept until your account is deleted. For certain categories of data, we may also tell you about specific data retention practices. We may enable access to public information that has been shared through our services. We may allow service providers to access information so they can help us provide services.

### 2. How is Information Shared

In "Settings" you can choose who can see your profile based on 2 privacy levels:

- Only my followers: Only people that follow you can see your profile and your Travel Profile, Local Life and My Life including your Photos, Videos, Albums, Itineraries, Journeys, etc. Note that if you did not set your account type to "private", anyone can follow you, which also means that anyone can potentially see your live journey updates. Everyone else who is not your Follower on TraveLibro gets to view only your Profile information and Travel Map.
- **Everyone:** Your profile and activities becomes publicly accessible on the internet, and potentially every individual in the world can see it.

#### Furthermore,

- **Staff access**: Even if your privacy level is set to "Only my followers", on an occasional basis TraveLibro staff members may still access your data for research and testing purposes and to solve problems you might experience.
- **Live Journey**: The Live Journey functionality may automatically make your current location publicly available if you have set the privacy level to "Everyone". We urge you to think carefully about using the Live Journey functionality and to keep into account possible consequences of publicly sharing your current location.

**Consequences of disclosing information:** People who can see your profile including Live Journeys and Check-ins, can see all its details including your current location, previous locations, name, email, profile photo, hometown, badges, a list of your friends, steps you write or comment on, photos and videos you post, stories you write, and which Services you use. Individuals reading this information may use it or disclose it to other individuals or entities without our control and without your knowledge. We therefore urge you to think carefully about including any specific information you may deem private in trips, comments, plans or tips or other content (location or otherwise) that you create in the Services.

## 3. User Deleting your account

If you want to stop using your account, you can delete it. When you delete your account, it is permanently deleted from TraveLibro. It typically takes about one month to delete an account, but some information may remain in backup copies and logs for up to 180 days. You should only delete your account if you are sure you never want to reactivate it again. Certain information is needed to provide you with services, so we only delete this information after you delete your account. Some of the things you do on TraveLibro aren't stored in your account, like posting to a group or sending someone a message (where your friend may still have a message you sent, even after you delete your account). That

information remains after you delete your account. Following termination or deletion of your account, or if you remove all user content from TraveLibro, we may retain some of that content for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, TraveLibro and its users may retain and continue to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute any of your content that other users have stored or shared through TraveLibro. In order to delete your account please send us a request on info@travelibro.com and we shall revert back to your at the earliest possible time and date.

# 4. Sharing and finding you on TraveLibro

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not TraveLibro, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the website. TraveLibro does not control the Content posted via the website and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the website, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will TraveLibro be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the website.

## 5. Finding you on TraveLibro (Search Bar)

Any person, whether a user or not, can look for you through the TraveLibro search bar using the alphabets of your first name and last name.

### 6. Access on phones and other devices

Once you share information with your friends and others, they may be able to sync it with or access it via their mobile phones and other devices. For example, if you share a photo on TraveLibro, someone viewing that photo could save it using TraveLibro tools or by other methods offered by their device or browser. Similarly, if you share your contact information via messaging / post a comment etc., with someone, they may be able to use TraveLibro or devices to sync that information, and in all circumstances, you alone shall be responsible for such sharing of information. Or, if one of your friends has a TraveLibro application on one of their devices, your information (such as the things you post or photos you share) may be stored on or accessed by their device. You should only share information with people you trust because they will be able to save it or re-share it with others, including when they sync the information to a device.

## 7. Activity Feed, Travel Life, Local Life and My Life

Activity Feed, Travel Life, Local Life and My Life is where you can go to view most of your information on TraveLibro, including activities of yourself and users or travel agents you are following on the website.

## 8. What your friends and others share about you

Users can tag other users as people with whom they have 'travelled with', while uploading their content. This information will be displayed in their Journeys, Itineraries and Albums. If there is any disagreement, the same can be reported to the administrator of the website via 'Report a Problem' in your settings.

## 9. Travel Partner Pages

- i. In order to create a Travel Partner Page, the person shall register as a Travel Partner. The Travel Partner pages are always public pages. The Travel Partner may use this page to display information about their contact details, address, email address and website and the Travel Partner alone is responsible and liable for such information. All dealings, communication, correspondence etc., between the User and Travel Partner is solely their individual discretion and responsibility for which TraveLibro accepts no liability. Because Travel Partner Pages are public, information you share with a Travel Partner Page is public information. This means, for example, that if you post a comment on a Travel Partner Page, that comment may be used by the Travel Partner and everyone can see it.
- ii. When you click "follow" on a Travel Partner Page, you create a connection between the Travel Partner and his / her page and your Travel Feed. The connection is added to your Travel Feed and all updates posted by the Travel Partner you follow, shall be displayed on your Travel Feed. However, if you comment, share or like on any such post, then your followers will also be able to view the same in their respective Travel Feeds.
- iii. Page administrators may have access to insights data, which will tell them generally about the people that visit their Page (as opposed to information about specific people). They may also know when you've made a connection to their Page because you've liked their Page or posted a comment.

### 10. Controlling what is shared on third-party websites

Just like when you share information by email or elsewhere on the web, information you share on TraveLibro (Itineraries, Journeys, TraveLibro Blogs, and TraveLibro Videos) can be shared on Facebook, Twitter at the moment. However, the same may be re-shared onto TraveLibro, Facebook, and Twitter by its respective users, also onto other sharing platforms as may be provided by Facebook or Twitter.

## 11. Cookies, pixels and other similar technologies

Cookies are small pieces of data that are stored on your computer, mobile phone or other device. Pixels are small blocks of code on web pages that do things like allow another server to measure viewing of a webpage and often are used in connection with cookies.

(a) We use technologies like cookies, pixels, and local storage (like on your browser or device, which is similar to a cookie but holds more information) to provide and understand a range of products and services. <u>Learn more</u>.

We use these technologies to do things like:

- i. make TraveLibro easier or faster to use;
- ii. enable features and store information about you (including on your device or in your browser cache) and your use of TraveLibro;
- iii. deliver, understand and improve advertising;
- iv. monitor and understand the use of our products and services; and,
- v. protect you, others and TraveLibro.
- For example, we may use these tools to know you are logged in to TraveLibro, or to know when you are interacting with our advertising or Platform partners.
- (b) We may ask advertisers or other partners to serve ads or services to computers, mobile phones or other devices, which may use a cookie, pixel or other similar technology placed by TraveLibro or the third party (although we would not share information that personally identifies you with an advertiser).
- (c) Most companies on the web use cookies (or other similar technological tools), including our advertising and Platform partners. For example, our Platform partners, advertisers or Page administrators may use cookies or similar technologies when you access their apps, ads, Pages or other content.
- (d) Cookies and things like local storage help make TraveLibro work, like allowing pages to load faster because certain content is stored on your browser or by helping us authenticate you to deliver personalized content.
- (e) Refer to your browser or device's help material to learn what controls you can often use to remove or block cookies or other similar technologies or block or remove other data stored on your computer or device (such as by using the various settings in your browser). If you do this, it may affect your ability to use TraveLibro or other websites and apps.

## 12. Notifications and Other Messages

By providing your email address to us, you expressly consent to receive emails from us, where permitted by law. We may use email to communicate with you, to send information that you have requested or to send information about other products or services developed or provided by us or our partners. If you have a Services account and do not want to receive commercial email or other mail from us, please delete your account. When you invite a friend to join TraveLibro, we will send an email on the registered email address / the email address registered with Facebook, on your behalf and using your name.

#### 13. Affiliates

We may share information we receive with businesses that are legally part of the same group of companies that TraveLibro is part of, or that become part of that group (often these companies are called affiliates) or other channel partners closely working with and / or for TraveLibro. Likewise, our affiliates may share information with us as well. This sharing is done in compliance with applicable laws including where such applicable laws require consent. We and our affiliates may use shared information to help provide, understand, and improve our services and their own services.

### 14. Service Providers

We give your information to the people and companies that help us provide, understand and improve the services we offer. For example, we may use outside vendors to help host our website, serve photos and videos, process payments, analyze data, conduct and publish research, measure the effectiveness of ads, or provide search results. In some cases we provide the service jointly with another company.

## 15. Change of Control

If the ownership of our business changes, we may transfer your information to the new owner so they can continue to operate the service.

## 16. Limitation of liability

You expressly understand and agree that TraveLibro shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if TraveLibro has been advised of the possibility of such damages), resulting from –

- i. The use or the inability to use the service;
- The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- iii. Unauthorized access to or alteration of your transmissions or data;
- iv. Statements or conduct of any third party on the service; or
- v. Any other matter relating to the service.

## 17. Things you can't do

You also aren't allowed to:

- i. Use TraveLibro's name, logo, trademark or branding without our express written permission
- ii. Access, tamper with or use non-public areas of TraveLibro, our systems or our technical providers' systems
- iii. Break or circumvent our security measures or otherwise test the vulnerability of our systems or networks; upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer; engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website); attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any TraveLibro server, or to any of the Services offered on or through the Website, by hacking, password mining or any other illegitimate means.
- iv. Use any method to access, search, scrape, download or change TraveLibro or anything on it (software and tools provided by TraveLibro or popular browsers are okay)

- v. Post large amounts of unwanted or repetitive stuff, post unsolicited commercial messages in comments, descriptions, etc., or try to artificially boost views, comments or other metrics
- vi. Use meta tags, hidden text or metadata with our trademark, logo, URL or product name without our written consent
- vii. Use TraveLibro user information to forge any TCP / IP packet header or any part of the header information in any email or newsgroup posting, or in any way use TraveLibro to send altered source-identifying information
- viii. Try to reverse engineer any of TraveLibro's software or modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.
- ix. Try to interfere with any TraveLibro user, host or network, for example by sending a virus, overloading, spamming or mail-bombing
- x. Collect or store personally identifiable information from TraveLibro or its users without their permission
- xi. Impersonate or misrepresent your affiliation with any person or entity
- xii. Do anything that violates applicable law or regulations
- xiii. Share your password, let anyone access your account or do anything that might put your account at risk
- xiv. Sell your username or otherwise transfer it for compensation
- xv. Create or show ads that look like or could be confused with TraveLibro content
- xvi. 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.
- xvii. Conduct or forward surveys, contests, pyramid schemes or chain letters
- xviii. Encourage or help anyone do any of the things on this list

## 18. Disclaimer

The material may contain typographical error(s) or unsubstantiated data. TraveLibro does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the site. You acknowledge that any reliance on or use of any such opinion, advice, statement, memorandum, or information shall be at your sole risk. TraveLibro reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the site. TraveLibro may make any other changes to the site, the materials and the products, programs, services or prices (if any) described in the site at any time without notice. This site, the information and materials on the site, and the software made available on the site, are provided "as is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for any particular purpose. TraveLibro does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant TraveLibro the applicable world-wide, royalty free and non-exclusive license(s). You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

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