

PRIVACY POLICY

Last updated on: 15th August, 2022

Webstac Software Private Limited (WSPL) is committed to protecting the privacy of the users ("**you**" / "**your**" / "**yourself**") of its website / software applications offered by WSPL (collectively, "**Applications**") and has provided this privacy policy ("**Policy**") to familiarize you with the manner in which WSPL uses and discloses your information collected through the Applications. This Policy forms part and parcel of the End User License Agreement ("EULA"). Capitalized terms which have been used here but are undefined shall have the same meaning as attributed to them in the EULA.

The terms of the Policy provided herein govern your use of any and all of the Applications and the information accessible on or from these Applications. The Policy also lays down how WSPL may collect, use and share any information you provide.

WSPL reserves the right, at its discretion, to change, modify, add or remove portions of this Policy at any time. WSPL recommends that you review this Policy periodically to ensure that you are aware of the current privacy practices.

This Policy shall be construed as provided in compliance with Information Technology Act, 2000 as amended and read with the Information Technology (Intermediaries Guidelines and Digital media Ethics Code) Rules, 2021.

1. **Changes to privacy policy**

1. This Privacy Policy is subject to modification based on changes in the business, legal and regulatory requirements and will be made available to you on the Application. You are encouraged to periodically review the Privacy Policy and any changes hereto. You agree that by using the Application, you shall be bound by the then prevalent Privacy Policy.

1. **Collection of Information**

1. WSPL may collect the following two types of information:
 - a. "**Personal Information**" which shall mean information which could reasonably be used to identify you personally, such as your name, email address, registration account details, physical address or other relevant personal details; and demographic information, such as

gender, pin code or similar information. For the purpose of this policy, sensitive personal data or information has been considered as a part of Personal Information, which may include information such as password, financial information (details of bank account, credit card, debit card, or other payment instrument details).

- b. **"Non-Personal Information"** which shall mean information that does not identify you or any other individual, and includes session, web beacons and usage data, log data and aggregate information. We use this information to inter-alia deliver our web pages to you upon request, to tailor our Application/website to the interests of our users, to measure traffic within our Application/website, to improve the Application/website quality, functionality and interactivity and let advertisers know the geographic locations from where our visitors come.
 - c. WSPL may install cookies or other similar data collection software in your computer system/device for such purpose and you hereby consent to the same. We may use "cookies", beacons or similar electronic tools to collect information to assign each visitor a unique, random number as a User Identification (User ID) to understand the user's individual interests using the identified computer. Unless you voluntarily identify yourself (through registration, for example), we will have no way of knowing who you are, even if we assign a cookie to your computer. Third party advertisers as available on our website/webpage may also assign their own cookies to your browser (if you click on their ads), a process that we do not control. We may place both permanent and temporary cookies in your devices. Information collected by cookies and other technologies are treated as Non-Personal Information.
2. You represent that the information or data you provide from time to time is and shall be correct, current and updated and you have all the rights, permissions and consents to provide such information or data. You provision of the information or data to WSPL and WSPL's consequent

storage, collection, usage, transfer, access or processing or deletion of the same shall not be in violation of any third party agreement, laws, judgments, orders or decrees.

2. **Use of Information**

1. You may need to provide WSPL with your Personal Information while registering yourself on any of the Applications. The information so provided by you to Webstac Software Private Limited (WSPL) or otherwise captured by WSPL may be used for a number of purposes connected with WSPL business operations which may include the following:
 - a. For providing One Time Password (OTP) on your registered mobile number for activating the Application services, and similarly providing OTP on your registered mobile number when you log out of the Application and want to again log into the Application;
 - b. To verify your identity, access, privileges assigned and relationship with us for using the Application;
 - c. To process orders or applications;
 - d. To provide access to Content and maintain the Application;
 - e. For provisioning of services, testing or improvement of services, recommending various products or services including those of third parties;
 - f. To keep you informed about the latest content available on the Applications and special offers with respect to the same; Webstac Software Private Limited (WSPL)'s policies and/or other administrative information;
 - g. For dealing with requests, enquiries and complaints, customer services and related activities;
 - h. To personalize your experience while using the Applications by presenting advertising, products and offers tailored to you;
 - i. For marketing products and services of WSPL and its analysis;
 - j. For responding to your queries and fulfilling your requests for information regarding the Applications;
 - k. For notifying you of any new offers or services of WSPL and sending you important

information regarding the Applications, changes to any of WSPL's policies and/or other administrative information;

- l. Improving the services, content and advertising on the Applications;
- m. To send you surveys and marketing communications that WSPL believes may be of interest to you; and
- n. To conduct internal reviews and data analysis for the Applications;
- o. If you wish to subscribe to any content package or service offered by WSPL through the Applications, for completing your purchase. (For example, to have your payments processed, communicate with you regarding your purchase and provide you with related customer service);
- p. To improve the services, content and advertising on the Applications;
- q. To notify you about changes to Application; analyze trends, to administer the Applications, to learn about user behavior on the Applications, and to gather demographic information about the user base as a whole. WSPL may use this information in its marketing and advertising services. Webstac Software Private Limited (WSPL) may also use such information to measure traffic patterns on the Applications. As Non-Personal Information does not personally identify you, WSPL may use and disclose Non-Personal Information for any purpose.
- r. To gather analysis or Information with which we can improve the Application;
- s. To detect, prevent and address technical issues on the Application;
- t. To protect the integrity of the Applications;
- u. For the purposes of our internal record keeping;
- v. For responding to judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law;
- w. To share the information/complaint raised by you with grievance officer or any self-regulatory bodies or association of persons or by the oversight committee mechanism established by the Ministry of

Information and Broadcasting, Government of India under the Rules in relation to the resolution of any complaints/appeal(s) raised by you or against you;

2. Your Personal Information will be kept confidential to the maximum possible extent and will be used to support your relationship with WSPL, to notify you of any updated information and new activities and other related functions offered by WSPL. Any personally identifiable information provided by you will not be considered as sensitive if it is freely available and / or accessible in the public domain. Further, any comments, messages, blogs, scribbles etc. posted /uploaded/ conveyed/ communicated by users on the public sections of the Application becomes published content and is not considered personally identifiable information subject to this Policy.

3. Further, with respect to Non-Personal Information automatically collected and stored in files, WSPL uses this information to understand and analyse trends, to administer the Applications, to learn about user behaviour on the Applications, and to gather demographic information about the user base as a whole. WSPL may use this information in its marketing and advertising services. WSPL may also use such information to measure traffic patterns on the Applications. As Non-Personal

Information does not personally identify you, WSPL may use and disclose Non-Personal Information for any purpose.

1. **Disclosure**

1. WSPL does not sell or rent Personal Information. Personal Information may be disclosed under the following circumstances:

- a. WSPL may disclose your Personal Information to its affiliates, group companies, consultants, vendors and contractors who provide various services including, contact information verification, payment processing, customer service, website hosting, data analysis, infrastructure provision, IT services, and other similar services, under confidentiality restrictions, in order to enable such vendor and service providers to provide the services subscribed to by you;
- b. WSPL may provide your information or data to its partners, associates, advertisers, service providers or other third parties to provide, advertise or market their legitimate products and/or services which may be of your interest. You will have the choice to 'opt out' of such marketing or promotional communications at your will; and

- c. As necessary or appropriate: (a) in any manner permitted under applicable law, including laws outside your country of residence; (b) to comply with legal process whether local or foreign; (c) to respond to requests from public and government authorities, including public and government authorities outside your country of residence; (d) to enforce Webstac Software Private Limited (WSPL)'s terms and conditions; (e) to protect Webstac Software Private Limited (WSPL)'s rights, privacy, safety or property, and/or that of Webstac Software Private Limited (WSPL)'s affiliates, you or others; and (f) to allow WSPL to pursue available remedies or limit the damages that WSPL may sustain.
- d. We may disclose to third party services certain personally identifiable information listed below:
 - i. Information you provide us such as name, email, mobile phone number.
 - ii. Information we collect as you access and use our service, including device information, location and network carrier.
- e. This information is shared with third party service providers so that we can:
 - i. Personalize the app for you.

- ii. Perform behavioural analytics.
2. Your consent being part of the terms and conditions through which WSPL provide you with a service. Your consent to collecting Personal and Non-Personal Information may be implicit or implied or through course of conduct.
3. Application may present display advertising and may collect data about traffic via Open X and/or Google Analytics, Demographics and Interest Reporting.

2. **Information Security and Storage**

1. WSPL uses reasonable security measures, at the minimum those mandated under the Information Technology Act, 2000 as amended and read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, to safeguard and protect your data and information. WSPL implements such measures, as stated above, to protect against unauthorized access to, and unlawful interception of, Personal Information. You accept the inherent security implications of providing information over Internet/ cellular/data networks and will not hold WSPL responsible for any breach of security or the disclosure of Personal Information unless WSPL has been grossly and wilfully negligent.
2. Your information or data will primarily be stored in electronic form. However, certain data can also be stored in physical form. WSPL may store, collect, process and use your data in countries

other than the Republic of India but under full compliance with applicable laws. WSPL may enter into agreement with third parties (in or outside of India) to store your information or data. These third parties may have their own security standards to safeguard your information or data and WSPL will on commercial reasonable basis require such third parties to adopt reasonable security standards to safeguard your information / data.

3. Notwithstanding anything contained in this Policy or elsewhere, WSPL shall not be held responsible for any loss, damage or misuse of your Personal Information, if such loss, damage or misuse is attributable to a Force Majeure Event. A "**Force Majeure Event**" shall mean any event that is beyond the reasonable control of WSPL and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorized access to computer data and storage device, computer crashes, breach of security and encryption, etc.

2. **Data Retention/ Data Deletion**

We will retain your Personal Information only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Information to the extent necessary to comply with our legal obligations (for example, if we are required to retain your Personal Information to comply with applicable laws), resolve disputes/complaints/appeal(s), and enforce our legal agreements and policies. Once the purposes are achieved, all Personal Information is

deleted in a safe and secure mode. Nothing set out herein shall apply to the anonymized, aggregated datasets generated by any information provided through the Application or any reports, or other visualization created using such datasets.

3. **Third Party Websites, Applications and Services**

The Application/website may include links to other websites/applications. Such websites/application are governed by their respective privacy policies, which are beyond our control. Once you leave our servers (you can tell where you are by checking the URL in the location bar on your browser), use of any information you provide is governed by the privacy policy of the operator of the website/application you are visiting. That policy may differ from ours. We strongly advise you to review the privacy policy of every site/application you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites/application or their services. If you can't find the privacy policy of any of these websites/application via a link from the website's homepage, you should contact the website/application directly for more information.

4. **Access, Correction and Deletion**

WSPL provides you with all information that WSPL maintains about you such as the transaction and contact information upon proper verification. This may be provided to you on request, in case you experience any doubts. You may request access and/or correct the information WSPL has collected from you by contacting WSPL at contact@webstac.in. If you wish to have the information or data that you have provided to WSPL deleted, you can always do so by sending a request to us on the e-mail id. You may note that correction or deletion of certain

information or data may lead to cancellation of your registration with the Application(s) or your access to certain features of the Application(s). You also agree and acknowledge that certain data or information cannot be corrected or deleted or prohibited to be deleted as required under any applicable law, law enforcement requests or under any judicial proceedings.

5. **Grievances**

If you have any grievances in relation to the Application or its Content, you may send a notice to Grievance Redressal Officer at Mr. Vijay Bukawar, 501, Ruchi Tower, Sant Dnyaneshwar Road, Panchpakhadi, Thane (W) - 400602, Maharashtra, India, Email id: contact@webstac.in. We shall try to resolve the grievances as per timelines prescribed in applicable law/Rules.

If you have questions or concerns about this Policy or the Application, please contact WSPL at contact@webstac.in. For any content related grievances, you can reach out to us at contact@webstac.in.

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