Terms of Usage

**1. Your Acceptance**

This is an agreement between RedTop, the owner of Engaze, and you. By using Engaze, you acknowledge and agree to these terms of service, and privacy policy. If you choose to not agree with any of these terms, you may not use the Engaze Application.

**2. Usage of Engaze**

Engaze is not intended to be a commercial application. The objective of the application is to ease Coordination amongst friends or family during events or meetings. RedTop hereby grants you permission to use Engaze, subject to your compliance with Terms of Service, provided that:

(i) use of the Engaze is solely for your personal use, and you are not permitted to resell or charge others for use of or access to the Service, or in any other manner inconsistent with these Terms of Service;

(ii) you will copy or distribute any part of the application in any medium;

(iii) you will not attempt to reverse engineer, alter or modify any part of the Application; and

(iv) you will otherwise comply with the terms and conditions of these Terms of Service and Privacy Policy.

3. **Access to your information**

In order to use the features of Engaze, you agree that you will have to provide your personal information like mobile phone number, profile name and email id. In addition to these, in order to provide you with a better service you agree that Engaze may periodically access your GPS location and contact list on your mobile device to accurately locate you and your contacts on a map.

**4. Intellectual Property Rights**

The design of Engaze along with its content, logos & images are owned by or licensed to RedTop. The Service is provided to you for your personal use only. RedTop reserves all rights not expressly granted in and to the Service. You agree to not engage in the use, copying, or distribution of any of the Service other than expressly permitted herein, including any use, copying, or distribution for any commercial purposes.

**5. Warranty Disclaimer**

You agree that your use of Engaze shall be at your sole risk. To the fullest extent permitted by law. RedTop makes no warranties or responsibility for any

1. errors, mistakes, or inaccuracies of content,
2. personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our service,
3. any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein,
4. any interruption or cessation of transmission to or from our service,
5. any bugs or viruses which may be transmitted to or through our service through the actions of any third party, (v) additional battery consumed by the usage of the Engaze,
6. additional mobile data consumed by the usage of the Engaze, and/or
7. 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 or information made available via Engaze.

**7. Limitation of Liability**

In no event shall RedTop, or its personnel be liable to you for any damages whatsoever resulting from any

1. errors, mistakes, or inaccuracies of content,
2. personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our application,
3. any unauthorized access to or use of our secure servers and/or any and all personal information stored therein,
4. any interruption or cessation of transmission to or from our servers,
5. any bugs or viruses, which may be transmitted to or through our application by any third party, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages, and/or
6. the disclosure of information pursuant to these terms of service or privacy policy. the foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

**8. Sending of Notifications and Text Messages**

We might reach out to registered users via notifications, text messages or email. This will be for the purpose of assisting users during transactions like sending OTP during user registration, informing users about Event invitations etc. When a registered user creates an event inviting contacts who are not registered, a text message will be sent to the non-registered contact informing about the event invitation termed as ‘Invitation Text Message’. This ‘Invitation text message’ will contain the name of the event which you created and your profile name. It will also contain a Google playstore link to download Engaze application. You agree to be responsible for any inconvenience caused to the contact on receipt of such Invitation text message(s) and you agree to not misuse the feature and spam your contact(s) by unnecessary and repeated use of the feature. Engaze assures that no confidential information will be shared via Notification or Text messages to any registered or un-registered user.

**9. Ability to Accept Terms of Service**

You affirm that you are either more than 16 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are at least 16 years old as the Engaze is not intended for children under 16.

Privacy Policy

RedTop provides this Privacy Policy to help you make an informed decision about whether to use or continue using the Engaze application. If you do not agree to our practices, please do not use the Engaze application.

This Privacy Policy is incorporated into and is subject to the Engaze Terms of Usage. Your use of the Engaze and any personal information you provide remains subject to the terms of this Privacy Policy and our Terms of Usage.

**The Information Coordfy Collects**

Engaze may obtain the various information from you or your mobile phone device, which may include information that can be used to identify you as specified below (Personally Identifiable Information).

**User Provided Information:** You would be required to provide certain Personally Identifiable Information, such as your mobile phone number, profile name, email id etc to Engaze during registration as a user.

**Automatically collected Information:** In addition to the above, Engaze will periodically access your GPS location & contact list on your mobile phone in order to provide real-time information about you to your friends or family and vice versa.

**Usage of collected Information**

If you submit Personally Identifiable Information to us, then we use your personal information to operate, maintain, and provide to you the features and functionality of Engaze. Information like mobile phone number, profile name, email address, GPS location will be saved to Engaze Database server. When another user creates and invites you to an event via Engaze, the information like your Profile name, GPS location etc may be collected and used by all participants of the event/meeting, provided you have accepted the event/meeting request. It is your responsibility to check all the participants in the event/meeting requests which you receive before accepting requests, so that your personally identifiable information is not shared with unintended users.

**Disclosure of your Information**

Other users of the Engaze may see your profile name, mobile number and GPS location in the below scenarios

1. You create an event and invites participants from your contact list. In this scenario your profile name, GPS location, Mobile number will be shared with all the participants of the current event.
2. Another user of Engaze who has you in his/her contact list invites you along with few other users to an event/meeting. When you accept the event, you are also accepting to share your information like profile name, mobile number, GPS location with all the users who is a participant in the meeting. It is also possible that one or more of these users may be total strangers to you and you may wish not to share your information with them. In such scenarios you have the option to reject the event/meeting so that your information will not be shared to any one.
3. The sharing of your GPS location with other participants of an event will begin at an offset duration prior to the event start. This offset duration is specified by the host while the event is created. The GPS location sharing will continue till the end of the event or until the event is manually ended by the host.

**Retention of your Information**

The duration of retention of information collected from you will be based on the type of information. Information like Profile name, email id, mobile number etc will be retained with Engaze as long as you are actively using Engaze. If your account is inactive for a period of 6 months or more, your information will be deleted from the Engaze servers. The GPS location information collected from your phone will be removed within 30 days of the date of data collection. Historical data corresponding to Events/Meetings will be retained for 60 days.

**Our Commitment To Childrens' Privacy**

Engaze does not knowingly collect or maintain Personally Identifiable Information or non-personally-identifiable information from persons under 16 years of age, and no part of the Engaze is directed to or intended to be used by persons under 16. If you are under 16 years of age, then please do not use the Engaze Application in any manner. If RedTop learns that Personally Identifiable Information of persons under 16 years of age has been collected on the Engaze application, then RedTop may deactivate the account and/or make the status submissions inaccessible.

This Privacy Notice was last modified January 26th, 2016