**Privacy policy**

**As updated on: October 05, 2025**

Welcome to the [website](https://www.converseglobal.com/) of **Converse Global Consulting FZE** (hereinafter referred to as the “**Platform**”), and to all other related services provided through the Platform (“**Services**”). This Privacy Policy (**“Privacy Policy”**) delineates the Personal Information (as defined below) that we collect through the Platform, the methods by which we use and share that data, and the options you have regarding our data practices. Please thoroughly review this Privacy Policy before using the Platform or submitting any Personal Data to Converse Global and get in touch with us if you have any questions.

The Platform is owned and hosted by Converse Global Consulting FZE having its registered office at FBC 40243, Compass Bldg, Al Shohada Rd, Al Hamra Industrial zone-FZ, Ras Al Khaimah, UAE, (hereinafter referred to as **“Converse Global” or “Company**” or “**We**” or “**Our**” or “**Us**” where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns). The Company ensures steady commitment to Your (defined below) privacy with regard to the protection of Your invaluable Information (defined below).

By visiting Our Platform and/or using the Services, You accept the terms relating to privacy of Information shared/communicated by You via written or oral means through the Platform or by using the Services.

This Privacy Policy (“**Policy**”) is incorporated into, and forms part of our Terms of Use, which You shall be subject to, by virtue of You visiting Our Platform or using the Services. In order to provide You with Our uninterrupted use of Services, We may collect and, in some circumstances, disclose Information about You, with Your permission. To ensure better protection of Your privacy, We provide this intimation explaining Our Information collection and disclosure policies, and the choices You make about the way Your Information is collected and used.

This Policy is in compliance with the General Data Protection Regulation (“GDPR”), the California Privacy Rights Act, 2020, the Digital Personal Data Protection Act, 2023 (“DPDP Act”) and any and all provisions that may read to the contrary shall be deemed to be void and unenforceable as of that date. If you do not agree with the terms and conditions of this Policy, including in relation to the manner of collection or use of Your Information, please do not use the Services or access the Platform.

ANY CAPITALIZED WORDS USED HENCEFORTH SHALL HAVE THE MEANING ACCORDED TO THEM UNDER THIS POLICY. FURTHER, ALL HEADINGS USED HEREIN ARE ONLY FOR THE PURPOSE OF ARRANGING THE VARIOUS PROVISIONS OF THE POLICY. NEITHER THE USER NOR THE COMPANY MAY USE THE HEADINGS TO INTERPRET THE PROVISIONS CONTAINED WITHIN IT, IN ANY MANNER.

**1. DEFINITION**

1.1 “**You**”, “**Your**”, “**Yourself**” and “**User**” shall mean and refer to natural and legal individuals who use the Platform.

1.2 **“Information**" shall mean any information You provide to Us, including without limitation information provided by You, in the registration process, in the feedback area, during call center calls, User complaints, bulletin board and messages or through any e-mail feature including Your Personal Information.

1.3 “**Personal Information**” shall mean and refer to any Information collected by Us which identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular User who is a natural person.

1.4 “**Third Parties**” refer to any other website or platform, company or individual apart from the User and the Company.

1.5 “**Lawful Purpose**” means any purpose which is not expressly forbidden by law.

**2. INFORMATION WE COLLECT**

2.1 We are committed to respecting Your online privacy and recognize Your need for appropriate protection and management of any Personal Information You share with Us. We may collect and store different kinds of Personal Information about You, when you access or submit information to us through the Website or when you visit, use and interact with the Website, which may include but not be limited to the following Information:

* Identity data such as, but not limited to name, location, date of birth, gender, identification number;
* Username and password, when you register with Us;
* Contact details including email address, mobile number, postal address etc.
* Tracking Information such as, but not limited to the IP address of Your device and device ID when connected to the internet. [This information may include the URL that You just came from (whether this URL is on the Platform or not), which URL You next go to (whether this URL is on the Platform or not), Your computer browser information, and other information associated with Your interaction with the Platform.]

2.2 Company shall also collect from Users, browsing behaviour, pages viewed etc.

2.3 We also collect and store Personal Information provided by You from time to time during the course of using Our Services and/or while registering with Us.

2.4 We may automatically track certain Information about You based upon Your behavior, acts, subscriptions, transactions and preferences on the Platform.

2.5 We collect and store Your search details on the Platform, including Your search history, the usage of the Platform and the features and the duration for which You have used the Platform.

2.6 Company may also collect payment related financial Information (credit card, debit card, bank account details, billing address etc.) as provided by the Users on the Platform.

2.7 We shall collect and store all such Information in our internal Company servers for a finite period of time, as long as You are a User of the Platform, and shall immediately delete all such Information upon expiry of your User status.

2.8 To the extent possible, We provide You the option of not divulging any specific Information that You wish for Us not to collect, store or use. You may also choose not to use a particular service or feature on the Platform, and opt out of any non-essential communications from the Platform.

2.9 At every stage prior to, during or after Information collection, You have the right to access all Personal Information provided, rectify or alter all Personal Information provided, withdraw the consent or restrict the level of Personal Information to be retained as per Your sole discretion and object to the retention, use and potential disclosure of the Personal Information.

**3. OUR USE OF YOUR INFORMATION**

3.1 The Information provided by You shall be used to:

* Contact You when necessary and is also used for targeted marketing campaigns i.e. email marketing, remarketing, look alike campaigns etc., to conduct surveys, learn more about You by linking Your Information with additional data through Third-Party data providers or analyzing the data with the help of analytics service providers;
* Improve and develop new products, services, and features;
* Analyze purchase, usage and traffic data.

For more details about the nature of such communications, please refer to our Terms of Service.

3.2 Personal Information collected from You shall be used only for Lawful Purposes that We consider necessary for achieving a seamless, efficient and safe experience, customized to Your needs including:

* To provide and facilitate your engagement with the Platform and the Services opted for, by You;
* To provide you with administrative information, such as updates to our terms, conditions, and policies, or information about the Platform or the Services;
* To communicate necessary account, and Service related information from time to time;
* To personalize Your experience on the Platform by presenting advertising, products and offers tailored for You;
* To allow You to receive quality customer care Services and for proper administration and protection of the integrity of the Platform;
* To prevent fraud, criminal activity, or misuses of the Platform, and to ensure the security of our IT systems, architecture and networks;
* To comply with legal obligations and legal process and to protect Our rights, privacy, safety or property, and/or that of Our affiliates, You or other Third Parties;
* For internal record keeping.

3.3 We will not sell, license or trade Your Personal Information. We will not share your Personal Information with others unless they are acting under Our instructions as consented by You or We are required to do so by law.

3.4 We use Your tracking Information such as IP addresses, and or device ID to help identify You and to gather broad demographic information.

3.5 Information collected via Our server logs include users’ IP addresses and the pages visited; this will be used to manage the web system and troubleshoot problems.

3.6 We also use third-party analytics, tracking, optimization and targeting tools to understand how Users engage with Our Platform so that We can improve it and cater personalized content/ads according to their preferences.

3.7 Where any Service requested by You involves Third Parties, such Information including but not limited to cookies, log files, and device identifiers and location data as is reasonably necessary by the Company to carry out Your Service request may be shared with such Third Parties.

3.8 We also use Your contact Information to send You offers based on Your interests and prior activity. The Company may also use contact Information internally to direct its efforts for service improvement, but shall immediately delete all such Information upon withdrawal of Your consent for the same through our ‘unsubscribe’ button or through an email sent to [**contactus@converseglobal.com**](mailto:contactus@converseglobal.com)**.**

3.9 The Company shall use the financial Information collected from the Users to complete the transaction/payment and shall keep all such Personal Information safe at all times and ensure that such Personal Information is only transacted over secured and approved payment gateways which are digitally encrypted, and provide the commercially reasonable degree of care.

3.10 Transacting over the internet has inherent risks which can only be avoided by You following security practices, such as not revealing account/login related Information to any other person and informing Our customer care team about any suspicious activity where Your account has/may has been compromised.

3.11 We may share any Information with Our other affiliates to help detect and prevent identity theft, fraud and other potentially illegal acts; correlate related or multiple accounts to prevent abuse of Our Platform and/or Services; and to facilitate joint or co-branded Services that You request where such Services are provided by more than one corporate entity.

3.12 If We sell or otherwise transfer part or the whole of Our assets to another organization (e.g., in the course of a transaction like a merger, acquisition, bankruptcy, dissolution, liquidation), Your Information may be among the items sold or transferred for the sole purpose of continuing the operation of the Services, and only if the recipient of the Personal Information commits to a privacy policy that has terms substantially consistent with this Policy.

3.13 We may disclose Your Information to the extent such disclosure is reasonably necessary to enforce Our Terms of Use or Our other policies and in order to respond to claims of any other user or Third Parties.

**4. HOW INFORMATION IS COLLECTED**

4.1 We use different methods to collect data from and about You including through:

* Direct interactions – We collect Information when You create an account and log into and interact with, the Platform or provide Information to Us while registering with Us or through any other means including but not limited to sending email.
* Third party – We may receive Information from Third Parties who may register Your details with Us or if any of our existing users refer to You.
* Automated technologies or interactions. As You interact with Our Platform, We will automatically collect technical data about Your equipment, browsing actions and patterns. We collect this Personal Data by using cookies, add-in and other similar technologies. Please see Our cookie policy for further details.
* Third parties or publicly available sources. We will receive technical data from analytics providers such as google as We may deem appropriate.

4.2 Before or at the time of collecting Personal Information, We will inform you the purposes for which such Personal Information is being collected. If the same is not informed to You, You have the right to request the Company to elucidate the purpose of collection of said Personal Information, pending fulfilment of which You shall not be mandated to disclose any Information, whatsoever.

4.3 We will collect and use Your Personal Information solely with the objective of fulfilling those purposes specified by Us, within the scope of consent of the User concerned or as required by law. We will only retain Personal Information as long as necessary for the fulfilment of those purposes. We will collect Personal Information by lawful and fair means and with the knowledge and consent of the User concerned.

4.4 Personal Information should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

**5. COOKIES, WEB BEACONS AND OTHER TRACKING TOOLS**

5.1 We use data collection devices such as “cookies”, clear gifs (i.e. web beacons/web bugs hereinafter “**Web Beacons**”) on certain pages of our Platform and other tracking tools (collectively “**Tracking Tools**”). Tracking Tools collect information such as:

* computer or device operating system type;
* IP address;
* browser type;
* browser language;
* mobile device ID;
* device hardware type;
* the website or application visited or used before or after accessing our Platform;
* the parts of the Platform accessed;
* the length of time spent on a page or using a feature; and
* access times for a webpage or feature.

5.2 These Tracking Tools help Us learn more about Our Users and analyse howUsers use the Platform and Services, such as how often Users visit our Platform, what features they use, what pages they visit, what emails they open, and what other sites or applications they used prior to and after visiting the Platform.

5.3 “**Cookies**” are small files sited on Your hard drive that assist Us in providing customized Services on certain pages of Our Platform. We also offer certain features that are only available through the use of a “**Cookie**”. Cookies can also help Us provide information, which is targeted to Your interests. Cookies may be used to identify logged in or registered Users. Our Platform uses session Cookies to ensure that You have a good experience. These Cookies contain a unique number, Your ‘session ID’, which allows Our server to recognise Your computer and ‘remember’ what You’ve done on the Platform. The benefits of this are:

* You only need to log in once if You’re navigating secure areas of the Platform; and
* Our server can distinguish between Your computer and other Users, so You can see the Information that You have requested.

5.4 We also use various third-party Cookies for usage, behavioural, analytics and preferences data. The following are the different types of Cookies used on the Platform:

* **Authentication Cookies**: To identify the User and share the content that he or she requested for.
* **Functionality Cookies**: For customized User experience and resuming past course progress.
* **Tracking, optimization and targeting Cookies**: To capture usage metric on device, operating system, browser etc. To capture behavioral metrics for better content delivery. To cater and suggest most suited products and Services.

5.5**Cookies table**: The Platform uses the following Cookies:

|  |  |  |
| --- | --- | --- |
| **Purpose** | **Cookie name** | **Host** |
| **Authentication** | Converse Global | Converseglobal.com Application.converseglobal.com Perception.converseglobal.com |
| **Tracking, optimization and targeting cookies** | Google  Facebook | Google.com  Facebook.com |

5.6 **Web Beacons:**Web Beacons help Us better manage content on Our Platform by informing Us what content is effective. Web Beacons are embedded in, or otherwise associated with, certain emails or other communications that You may receive from Us. Web Beacons help Us track Your responses and interests and deliver relevant content and Services to You. For example, they may let Us know when You take actions based on the emails We send.

**6. OPTING OUT**

6.1 **Web Browser Controls:**You can prevent the use of certain Tracking Tools, such as Cookies, on a device-by-device basis using the controls in Your web browser. These controls can be found in the Tools > Internet Options (or similar) menu for Your browser, or as otherwise directed by Your browser’s support feature. Through Your web browser, You may be able to: (i) delete existing Tracking Tools, (ii) Disable future Tracking Tools and (iii) Set your browser to provide you with a warning each time a cookie or certain other Tracking Tools are being set.

6.2 **Do Not Track ("DNT"):**DNT is a privacy preference that Users can set in certain web browsers. DNT is a way for Users to inform websites and services that they donot want certain information about their webpage visits collected over time andacross websites or online services.

6.3**Emails:**You can opt-out of non-essential emails such as marketing emails by clicking on the unsubscribe link at the bottom of each such email. Note that You cannot opt-out of emails that are essential to providing Converse Global Services relating to customer service, security, billing, or pursuant to legal/contractual obligations.

6.4 **Withdrawing consent:** Where You have consented to Converse Global’s processing of Yourpersonal data, You may withdraw that consent at any time and opt out of furtherprocessing by contacting Us  in the manner set out in the Contact Us section.

**7. DURATION OF MAINTAINING AND USING YOUR INFORMATION**

7.1 Following completion of the Service, We may retain certain Information (including Your Personal Information) for Lawful Purposes subject to the applicable laws, such as for backup, archival, tax and/or audit purposes. We will remove Your public posts from view and/or dissociate them from Your user profile, but We may retain Information about You for the purposes authorized under this Policy, unless expressly prohibited by law.

7.2 We may, at Our discretion, either delete Your Personal Information or de-identify it so that it is anonymous and not attributed to Your identity. For example, We may retain Information to prevent, investigate, or identify possible wrongdoing in connection with Our services or to comply with legal obligations.

**8. GOOGLE ANALYTICS**

8.1 We use Google analytics to help Us to understand how You make use of Our content and work out how We can make things better. These Cookies follow Your progress through Our Platform, collecting anonymous data on where You have come from, which pages You visit, and how long You spend on the Platform. This data is then stored by Google in order to create reports. These Cookies do not store your Personal Information.

8.2 The Information generated by the Cookie about Your use of the Platform, including Your IP address, may be transmitted to and stored by Google on servers in the United States. Google may use this Information for the purpose of evaluating Your use of the Platform, compiling reports on Platform activity for Us and providing other Services relating to Platform activity and internet usage. Google may also transfer this Information to Third Parties where required to do so by law, or where such Third Parties process the Information on google’s behalf. Google will not associate Your IP address with any other data held by google. By using this Platform, You consent to the processing of Information about You by Google in the manner and for the purposes set out above.

8.3 The Google website contains further information about [analytics](https://www.google.com/intl/en/analytics/privacyoverview.html) and a copy of [Google’s privacy policy pages.](https://www.google.com/intl/en/privacypolicy.html)

**9. EXTERNAL LINKS ON THE PLATFORM**

9.1 The Platform may include advertisements, hyperlinks to other websites, applications, content or resources. We have no control over any such websites or resources, which are provided by companies or persons other than Us. You acknowledge and agree that We are not responsible for any such external sites or resources, and do not endorse any advertising, services/products or other materials on or available from such websites or resources. You acknowledge and agree that We shall not be liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by You on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources. These external websites and resource providers may have their own privacy policies governing the collection, storage, retention and disclosure of Your Personal Information that You may be subject to. We recommend that You enter the external website and review their privacy policy. If you require a list of third-party links on our Platform, please write to Us at **contactus@converseglobal.com** and We will provide You with the same.

**10. YOUR RIGHTS**

10.1 Unless subject to an exemption, You have the following rights with respect to Your Personal Information:

* The right to request a copy of your Personal Information which We hold about You;
* The right to request for any correction, updation or deletion of Personal Information for which consent was given, if it is found to be inaccurate, incomplete or not updated;
* The right to object to, restrict or withdraw Your consent to the processing of Personal Information at any time;
* You shall have the right to have readily available means of grievance redressal and the right to lodge a complaint with a supervisory authority;
* The right to obtain information as to whether Personal Information are transferred to a third country or to an international organization.

10.2 These rights may be enforced by connecting to Us at [**contactus@converseglobal.com**](mailto:contactus@clootrack.com). You will not have to pay a fee to access Your Personal Information (or to exercise any of Your other rights). However, We may charge a reasonable fee if Your request is clearly unfounded, repetitive or excessive. Alternatively, We may refuse to comply with Your request in these circumstances.

**11. CHILDREN**

11.1 The Platform is not intended for use by User below the age of 18. Converse Global does not knowingly collect Personal Information from children under 18. If You believe that a child under 18 has submitted Personal Information to Us through the Platform, please get in touch with us through the contact details given in the Contact Us section of this Policy, and We will take prompt steps to delete such information from Our records.

**​​​​​​​12. CONFIDENTIALITY**

12.1 You further acknowledge that the Platform may contain Information which is designated confidential by Us and that You shall not disclose such Information without Our prior written consent. Your Information is regarded as confidential and therefore will not be divulged to Third Parties, unless legally required to do so, to the appropriate authorities, subject to the provisions of this Policy. We will not sell, share, or rent Your Personal Information to Third Parties or use Your e-mail address for unsolicited mail. Any emails sent by Us will only be in connection with the provision of agreed Services, and You retain the sole discretion to seek for discontinuation of such communications at any point of time.

**​​​​​​​13. OTHER INFORMATION COLLECTORS**

13.1 Except as otherwise expressly included in this Privacy Policy, this document only addresses the use and disclosure of Information We collect from You. To the extent that You disclose Your Information to other parties, whether they are on Our Platform, or on other sites throughout the internet, different rules may apply to their use or disclosure of the Information You disclose to them. To the extent that We use third party advertisers, they adhere to their own privacy policies. Since We do not control the privacy policies of the Third Parties, You are advised to ask questions from the said Third Parties before You disclose Your Personal Information to them.

**14. OUR DISCLOSURE OF YOUR INFORMATION AND DATA SECURITY**

14.1 Due to the existing regulatory environment, We cannot ensure that all of Your private communications and other Personal Information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting and foregoing), We may be forced to disclose Information to the government, law enforcement agencies or Third Parties. We treat Information as an asset that must be protected against loss and unauthorized access and thus, We employ many different security techniques to protect such Information from unauthorized access by members inside and outside the Company. Although We use industry standard practices to protect Your privacy, no method of transmission over the internet, or method of electronic storage, is hundred percent secure. We do not promise, and You should not expect, that Your Personal Information or private communications would always remain private. We do, however assure You that any and all disclosure of Your Personal Information shall be personally intimated to You through an email sent to Your provided email address. If You believe your Personal Information has been compromised, please contact Us at the details set forth in the Contact Us section in this Policy. If we learn of a security system breach, We will inform You and the authorities of the occurrence of the breach in accordance with applicable law.

14.2 As a matter of policy, We do not sell or rent Your Personal Information to any third party. However, the following describes some of the ways that Your Personal Information may be disclosed:

* External Service Providers: There may be a number of services offered by external service providers that help You use Our Platform. If You choose to use these optional services, and in the course of doing so, disclose Information to the external service providers, and/or grant them permission to collect Information about You, then their use of Your Information is governed by their privacy policy.
* Law and Order: We cooperate with law enforcement inquiries, as well as other Third Parties to enforce laws, such as: intellectual property rights, fraud and other rights. We can (and You authorize Us to) disclose any Information about You to law enforcement and other government officials as We, in Our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose Us or You to legal liability.

**​​​​​​​15. ACCESSING, REVIEWING AND CHANGING YOUR PROFILE**

15.1 Following registration, You can review and change the Information You submitted at the stage of registration, except registered email ID. An option for facilitating such change shall be present on the Platform and such change shall be facilitated by the User. If You change any Information, We may or may not keep track of Your old Information. We will not retain in our files, Information You have requested Us to remove for certain circumstances, such as to resolve disputes, troubleshoot problems and enforce Our terms and conditions. Such prior Information shall be completely removed from Our databases, including stored ‘back up’ systems. If You believe that any Information we are holding on You is incorrect or incomplete, or wish to remove Your profile so that others cannot view it, the User needs to remediate, and promptly correct any such incorrect Information, either Yourself through the Platform or by getting in touch with Us through the contact given in the Contact Us section.

**16. CONTROL OF YOUR PASSWORD**

16.1 When You sign up to become a registered User, You will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of Your password. It is important that You protect it against unauthorized access of Your account and Information by choosing Your password carefully, and keeping Your password and computer secure by signing out after using Our Services.

16.2 You agree not to use the account, username, email address or password of another User at any time or to disclose Your password to any third party. You are responsible for all actions taken with Your login information and password, including making of payments on the Platform. If You lose control of Your password, You may lose substantial control over Your Personal Information and may be subject to legally binding actions taken on Your behalf. Therefore, if Your password has been compromised for any reason, You should immediately change Your password. You agree to notify Us promptly if You suspect any unauthorized use of Your account or access to Your password even after changing it.

**17. SEVERABILITY**

17.1  Each paragraph of this Policy is and shall remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise expressly indicated or indicated by the context of this Policy. The decision or declaration that one or more of the sections are null and void shall have no effect on the remaining paragraphs of this Policy.

**18. AMENDMENT**

18.1  We reserve the rights to revise the Policy from time to time to suit various legal, business and customer requirement. Please revisit this page periodically to stay aware of any changes to this Policy, which We may update from time to time. If We modify the Policy, We will make it available through the Platform, and indicate the date of the latest revision. Your continued use of the Platform/Services after the revised Policy has become effective, indicates that You have read, understood and agreed to the current version of the Policy. This Policy is to be read concurrently with Our Terms of Use, and other policies of the Company.

**19. AUTOMATED DECISION MAKING**

19.1 As a responsible company, We do not use automatic decision-making or profiling.

**20. CONSENT WITHDRAWAL, DATA DOWNLOAD & DATA REMOVAL REQUESTS**

20.1 To withdraw Your consent, or to request the download or deletion of Your Information with Us for any or all our products & Services at any time, please email to [**contactus@converseglobal.com**](mailto:contactus@clootrack.com)from Your registered email address.

**21. CONTACT US**

If You have any questions or concerns regarding this Policy, You can get in touch with Us by sending an e-mail to[**contactus@converseglobal.com**](mailto:contactus@clootrack.com)**.**

We try to respond to all legitimate requests within one month, or such shorter period as required under applicable law. Occasionally it may take Us longer than a month if Your request is particularly complex or You have made a number of requests. In this case, We will notify You and keep You updated.

**22. USAGE OF DATA RETRIEVED FROM DATA CONNECTORS**

Company does not use the google workspace APIs to develop, improve, or train generalized/non-personalized AI and/or ML models.

**TERMS OF SERVICE**

**Last Updated: October 5, 2025**

These Converse Global Terms of Service (“**Agreement**” or “**Terms**”) are a legal contract between you (either an individual or an entity, referred to herein as “**Customer**,” “**you**,” or “**your**”) and **Convere Global Consulting FZE** (“**Converse Global**,” “**we**,” or “**us**”). This Agreement governs your access to and use of our cloud-based customer experience analytics platform, related software, and any associated services (collectively, the “**Services**”).

The Customer and Converse Global are together referred to as the “**Parties**” and each individually as a “**Party**”.

By placing an Order for subscription to the Converse Global Platform (“**PERCEPTION**”) or accessing or using the Services, or by clicking “I Agree” (or a similar button) when this option is presented to you, you accept and agree to be bound by these Terms. If you do not agree with these Terms, you must not use or access the Services.

**1. Definitions**

**1.1 Affiliate**

Any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party, where “**Control**” refers to ownership of more than fifty percent (50%) of an entity’s shares or the right to direct its management.

**1.2 Authorized Users**

Your employees, representatives, agents, Affiliates, and contractors who are authorized by you to access / use the Services on your behalf and who have (i) been assigned a unique username-password combination to access and use the same, (ii) registered online for the said access and use, and (iii) agreed to be bound by the terms of use as set out in these Terms.

**1.3 Confidential Information**

All nonpublic and/or proprietary information or materials disclosed by one party (“**Discloser**”) to the other (“**Recipient**”) that (i) is marked or identified as “confidential” at the time of disclosure, (ii) should be reasonably understood to be confidential due to the nature of the information, or (iii) is Customer Data (defined below). Confidential Information does not include information that (a) becomes publicly available without the Recipient’s breach; (b) was independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information; (c) was lawfully received by the Recipient from a third party without restriction; or (d) was already known by the Recipient without obligation of confidentiality.

**1.4 Converse Global Platform (“PERCEPTION”)**

PERCEPTION shall mean the analytics platform owned by the Converse Global group of companies and duly licensed by Converse Global, which helps enterprises discover customer priorities and is engaged in the business of proprietary analysis of chatter online and private enterprise data The term PERCEPTION shall include such software product and version which is licensed to the Customer as per the Order placed by the Customer and in accordance with these Terms and the associated Intellectual Property Rights.

**1.5 Customer Data**

All data, information, or material that you or your Authorized Users submit to the Services, as well as data or information collected by Converse Global in connection with your use of the Services, excluding any data derived or aggregated by Converse Global as described in Section 10.3.

**1.6 Deliverables**

Any customizations, work product, or other materials created specifically for you pursuant to a Statement of Work or separate written document, excluding any background materials or proprietary technology owned by Converse Global or its licensors prior to or independent of such custom work.

**1.7 Fees**

The Fees paid/payable by the Customer for the Services as defined in Clause 3.1 of these Terms.

**1.8 Intellectual Property Rights**

All intellectual and industrial property rights, including without limitation patents, copyrights, trademarks, trade secrets, database rights, moral rights, and all other similar rights recognized in any country or jurisdiction worldwide.

**1.9 Order**

Order filled and submitted by a Customer for purchasing a subscription to the Converse Global Platform (PERCEPTION)/availing Services.

**1.10 Services**

Converse Global’s Platform, including any updates, upgrades, patches, and Support Services, if any.

**1.11 Support Services**

Maintenance and support services designed to meet the service levels set forth in Annexure I of these Terms and related professional services, if any provided by Converse Global to the Customer during the Subscription Term, as set forth in the Order.

**1.12 Statement of Work or SOW**

A separate statement of work if any executed with you for any customization works, work product and/or provision of Deliverables.

**1.13 Subscription Term**

The duration of your subscription or access to the Services as specified in an applicable Order, Statement of Work, or in these Terms.

**2. Access Rights and Use of Services**

**2.1 Grant of License**

Subject to your compliance with this Agreement, Converse Global grants you a limited, non-exclusive, non-transferable, revocable and non-sub licensable right to access and use the Services during the applicable Subscription Term for your internal business purposes. You may after paying the applicable Fees, access and use the Services only through Authorized Users; You are responsible for compliance of all such Authorized Users with these Terms.

**2.2 Use Restrictions**

You agree not to:

2.2.1 Sell, resell, rent, lease, share, distribute, or otherwise make the Services available to any unauthorized third party;

2.2.2 Modify, adapt, translate, convert, copy, analyze, reverse-engineer, decompile, disassemble any part of the Services or apply any procedure or process to the Services in order to ascertain, derive and/or appropriate for any reason or purpose, the source code or any trade secret information or process contained in the Services or remove any product identification, copyright or other notices (except to the extent explicitly allowed by applicable law);

2.2.3 Use or combine the Services with any programs or data that would create any derivative works based on the Services;

2.2.4 Interfere with or disrupt the integrity or performance of the Services or third-party data contained therein (e.g., through denial-of-service attacks, unauthorized load testing, etc.);

2.2.5 Use the Services to violate applicable law, infringe upon the rights of others, distribute defamatory or harmful content, or transmit viruses or harmful code;

2.2.6 Use the Services to develop a competing product or service, or for any benchmark or competitive purposes without Converse Global’s prior written consent.

2.2.7 Permit Converse Global to remotely review Customer’s use of the Services, and on Converse Global’s written request, provide reasonable assistance to verify Customer’s compliance with these Terms, and access to and use of the Services. If Customer exceeds permitted access and use rights to the Services, Converse Global as the case may be shall notify Customer and within 30 days thereafter Customer shall either: (a) discontinue any unpermitted use, or (b) purchase additional subscriptions commensurate with Customer’s actual use.

**2.3 Updates and Improvements**

Converse Global may develop and release updates, enhancements, or new features to the Services from time to time. Converse Global will use reasonable efforts to notify you of material changes. Continued use of the Services after these updates are deployed, constitutes acceptance.

**2.4 Suspension of Services**

Converse Global may suspend or limit your access to the Services (in whole or in part) immediately if (a) you are in breach of these Terms, (b) you fail to timely pay any undisputed Fees within thirty (30) days’ from the due date for payment, or (c) Converse Global reasonably believes your use of the Services may harm or endanger Converse Global’s systems or infrastructure or violates applicable law. Converse Global will promptly restore access once the grounds for suspension are cured.

**2.5 Data Center Services**

The software used to provide the Services is located on servers that are controlled by Microsoft Azure (“Azure”). Customer shall comply with the [Microsoft Acceptable Use Policy.](https://www.microsoft.com/licensing/terms/welcome/welcomepage) (“Azure AUP”), which is incorporated by reference herein.

**3. Fees and Payment**

**3.1 Fees**

You agree to pay all fees for the Services in accordance with the payment schedule outlined in a separate Order, Statement of Work, or ordering page (the “**Fees**”). Except as otherwise agreed in writing, all Fees are due net thirty (30) days from the date of invoice. During the Subscription Term identified in an Order, Statement of Work, if actual usage exceeds the committed subscription Fees for the applicable commitment period identified in the Order, Statement of Work, Converse Global shall charge Customer for such excess usage monthly in arrears, for each month the Customer exceeds such committed Fees, at the subscription pricing listed therein.

**3.2 Late Payments**

Any undisputed Fees that remains unpaid after its due date will accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by law, if lower). Charging the aforementioned interest for delayed payment of Fees, is without prejudice to Converse Global’s right to suspend your access to the Services for non-payment as set out in Clause 2.4 of these Terms which are hereby reserved. Further, Converse Global reserves the right to terminate this Agreement and your access to the Services permanently owing to non-payment of undisputed Fees with seven (7) days from the issuance of a written notice by Converse Global as set out in Clause 4.2 of these Terms.

**3.3 Taxes**

All Fees are exclusive of sales, use, value-added, goods and services, and other taxes or duties. You are responsible for paying any such taxes in addition to the Fees. If withholding taxes apply, you must remit the required amount to the applicable taxing authority and furnish Converse Global with appropriate evidence of payment.

**4. Term and Termination**

**4.1 Term**

This Agreement commences upon your acceptance and continues for the Subscription Term unless earlier terminated in accordance with these Terms. The Subscription Term may automatically renew as specified in your Order, Statement of Work unless either Party provides the other with written notice of non-renewal at least thirty (30) days before the end of the current Subscription Term.

**4.2 Termination for Cause**

Either Party may terminate this Agreement (including any related Orders), upon written notice if the other Party commits a material breach and fails to cure such breach within thirty (30) days’ after the issuance of written notice (or seven (7) days in the case of non-payment).

**4.3 Termination for Convenience**

Unless expressly stated otherwise in your Order or Statement of Work, either Party may terminate this Agreement at any time without cause upon providing at least ninety (90) days’ written notice to the other Party. Upon such termination, any pre-paid, unused Fees are non-refundable unless otherwise agreed in writing.

**4.4 Effect of Termination**

Upon termination or expiration of this Agreement for any reason:

4.4.1 Your rights to access or use the Services immediately cease.

4.4.2 You must return or delete and discontinue any use of Converse Global Confidential Information and Services.

4.4.3 Subject to applicable laws, Converse Global may delete or destroy Customer Data after thirty (30) days unless you request and pay any applicable fees for the export or continued hosting of such data before that period ends.

4.4.4 The termination of this Agreement shall not release the Customer from the obligation to make payment of all amounts then or thereafter due or payable by it to Converse Global.

4.4.5 In the event there is a continuing need for any Services under any Order, Statement of Work, after the termination or expiration of this Agreement, Converse Global and Customer may mutually agree in writing to extend this Agreement for such time that the Services are completed in accordance with the terms therein.

4.4.6 Either the Customer or Converse Global may terminate this Agreement, an Order or Statement of Work or any part thereof owing to a Force Majeure Event (as defined in clause 11.2 below) by written notice to the other Party if that Force Majeure Event continues for 90 consecutive calendar days.

**5. Intellectual Property Rights**

**5.1 Converse** **Global Intellectual Property Rights**

All Intellectual Property Rights in and to the Services, including any software, documentation, know-how (including processes, ideas, concepts, methodologies, tools and techniques), or improvements, are and will remain owned by and exclusively vested in Converse Global or its licensors. No ownership right is transferred to you by this Agreement. You receive only those license rights expressly granted herein.

**5.2 Customer Data**

You own all rights, title, and interest in and to the Customer Data. You grant Converse Global a worldwide, non-exclusive and non-transferable license to:

5.2.1 access, use, process, store, and transmit the Customer Data solely to the extent necessary to provide and improve the Services, fulfill its obligations, or as otherwise consistent with these Terms or your instructions.

**5.3 Deliverables**

Any Deliverables specifically developed by Converse Global for you under a Statement of Work and expressly identified in such Statement of Work will, upon full payment of applicable Fees, be owned by you. To the extent such Deliverables incorporate or rely on Converse Global’s pre-existing or proprietary materials, Converse Global retains all right, title, and interest in those materials and grants you a limited, non-exclusive, worldwide, royalty-free license to use them strictly in connection with the Deliverables and your authorized use of the Services.

**5.4 No sale/transfer of third party Intellectual Property Rights**

Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from one Party to the other Party.

**5.5 Feedback**

If you provide any suggestions, ideas, or feedback to Converse Global regarding improvements to the Services, Converse Global will own all rights, title, and interest in such feedback, and may use it without any obligation, attribution, or restriction.

**6. Confidentiality**

**6.1 Obligations**

A Party who receives Confidential Information (“**Recipient**”) from the other Party who discloses such Confidential Information (“**Discloser**”) agrees to maintain the Discloser’s Confidential Information in strict confidence, using at least the same degree of care it uses to protect its own confidential information (but no less than a reasonable standard of care). Recipient will use Discloser’s Confidential Information only for the purpose of fulfilling its obligations or exercising its rights under this Agreement.

**6.2 Disclosure Due to Legal Requirement**

If Recipient is compelled by law or judicial order to disclose any Confidential Information, it will, to the extent legally permitted, and shall promptly notify Discloser and cooperate (at Discloser’s expense) with any attempt to seek a protective order or equivalent.

**6.3 Return or Destruction**

Upon written request or termination of this Agreement, each Party will return or delete/destroy (and certify destruction of) all copies of the other party’s Confidential Information, except as necessary for legal, compliance, or archival requirements.

**6.4 Failure to Protect**

Disclosure of any of the Confidential Information by the Recipient without strict adherence to the terms set out in this Clause 6 shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the Discloser may seek and obtain relief by filing a suit for injunction against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

**7. Data Privacy and Security**

**7.1 Data Protection**

Converse Global will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access. Notwithstanding the foregoing, you understand that no security measure is perfect or impenetrable.

**7.2 Compliance with Laws**

Each Party shall comply with all applicable laws regarding data protection and privacy. You represent and warrant that you have provided all necessary notices and obtained all required consents to collect, use and process the Customer Data as contemplated under this Agreement and any applicable Order or Statement of Work  and to enable Converse Global to lawfully (without breaching any agreement between Customer and any third party or violating any applicable laws, regulations, orders or rules) collect, process, use, and store Customer Data in providing the Services.

**7.3 Anonymized/Aggregated Data**

Converse Global may collect, analyze, and use aggregated or anonymized data based on Customer Data and your usage of the Services for the purpose of analytics, improvements, machine learning, benchmarking, and product development, provided that such data does not identify you or any individual data subject and is handled in accordance with applicable laws.

**7.4 Mutual Assistance:**

The Parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of Customer Data.

**8. Warranties**

**8.1 Mutual Warranties**

Each Party represents and warrants that (a) it has validly entered into this Agreement, (b) it has the requisite power and authority to do so, and (c) its performance under this Agreement will comply with all applicable laws and regulations.

**8.2 Converse Global Services Warranty**

Converse Global warrants that, during the Subscription Term, the Services (when used in accordance with the terms hereunder ) will perform in all material respects with the applicable technical descriptions provided by Converse Global. If you notify Converse Global in writing of a reproducible material non-conformity with this warranty, Converse Global will use commercially reasonable efforts to correct such non-conformity. If Converse Global is unable to remedy the non-conformity within a reasonable time, you may terminate the affected portion of the Services and receive a pro rata refund of any prepaid Fees for the unused remainder of the Subscription Term.

**8.3 Disclaimer**

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION, THE SERVICES AND DELIVERABLES ARE PROVIDED “AS IS” AND CONVERSE GLOBAL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CONVERSE GLOBAL DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ERROR OR BUG-FREE OR THAT IT WILL FUNCTION WITHOUT INTERRUPTION OR THAT THE SERVICES ARE DESIGNED TO MEET THE BUSINESS REQUIREMENTS OF THE CUSTOMER.

**9. Indemnification**

**9.1 Converse Global’s Indemnity**

Converse Global will defend you against any third-party claim alleging that your use of the Services (as provided by Converse Global and used in accordance with this Agreement and any applicable Order Form, Statement of Work) infringes or misappropriates such third party’s Intellectual Property Rights, and will pay any damages finally awarded (or agreed upon in settlement) to the extent arising from such claim. If such a claim appears likely, Converse Global may, at its option, (a) procure the right for you to continue using the Services, (b) modify or replace the Services so they are no longer infringing, or (c) if neither (a) nor (b) is commercially reasonable, terminate your license to use the Services upon written notice and refund any prepaid Fees covering the remainder of the Subscription Term.

**Exclusions**: Converse Global’s indemnity obligations do not apply to the extent a claim arises from your unauthorized combination of the Services with other software or data not provided or approved by Converse Global, or from any modification you make to the Services.

**9.2 Your Indemnity**

You will defend, indemnify, and hold Converse Global harmless against any third-party claims, damages, or expenses arising from (a) your or your Authorized Users’ violation of this Agreement or applicable law, or (b) Converse Global’s authorized use of Customer Data (including any claim that the Customer Data, or your use of it, infringes the rights of or causes harm to a third party).

**9.3 Conditions**

All indemnification obligations are subject to (a) the indemnified Party promptly giving written notice of any claim, (b) the indemnifying Party having sole control over the defense and settlement of the claim, and (c) the indemnified Party providing all reasonable cooperation. The indemnifying Party will not settle any claim that requires the indemnified Party to admit liability or pay money without the indemnified Party’s prior written consent, which will not be unreasonably withheld.

**10. Limitation of Liability**

**10.1 Exclusion of Certain Damages**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF BUSINESS, REVENUES, PROFITS, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.2 Liability Cap**

EXCEPT FOR (A) EITHER PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (B) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS, OR (C) YOUR FAILURE TO PAY ALL FEES DUE, EACH PARTY’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS UNDER OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) IS LIMITED TO THE AMOUNT PAID (OR PAYABLE) BY YOU TO CONVERSE GLOBAL UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

**10.3 Purpose of Limitations**

These limitations allocate the risks between Converse Global and you and are a fundamental part of the bargain made under this Agreement. They will apply even if any limited remedy fails of its essential purpose.

**11. Additional Provisions**

**11.1 Publicity**

You agree that Converse Global may use your name and logo in a reasonable manner to identify you as a customer of Converse Global on Converse Global’s website or other marketing materials, subject to your prior written approval of any specific content (which shall not be unreasonably withheld).

**11.2 Force Majeure**

Except for payment obligations, neither Party will be in breach of this Agreement if the failure to perform or delay in performance is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, epidemic, or telecommunication, network, server or utility failures (“**Force Majeure Event**”). The affected Party will promptly notify the other Party in writing and use reasonable efforts to minimize the adverse consequences and resume performance as soon as possible.

**11.3 Governing Law and Jurisdiction**

This Agreement shall be governed by the **laws of the State of Dubai, United Arab Emirates**, without regard to its conflict-of-laws rules. Any dispute arising from or related to this Agreement shall be brought to Dubai court located in **Dubai, United Arab Emirates**, and each Party irrevocably submits to the personal jurisdiction and venue of such courts.

**11.4 No Waiver**

No waiver of rights under this Agreement by either party will constitute a subsequent waiver unless made in writing and signed by an authorized representative of the waiving party.

**11.5 Severability**

If any provision of this Agreement is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

**11.6 Entire Agreement**

This Agreement (including any referenced policies, order forms, or SOWs) constitutes the entire agreement between you and Converse Global regarding the Services. It supersedes all prior or contemporaneous agreements, proposals, or representations, written or oral. Any additional or conflicting terms from you (e.g., on purchase orders) are hereby objected to and will have no effect.

**11.7 Assignment**

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the other party’s prior written consent, except that Converse Global may assign or transfer this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported transfer in violation of this section is void.

**11.8 Relationship of the Parties**

Nothing in this Agreement creates a partnership, joint venture, agency, or fiduciary relationship between the parties. Converse Global is an independent contractor.

**11.9 Survival Clause**

Notwithstanding anything herein to the contrary, clauses relating to confidentiality, Intellectual Property Rights, Data Privacy and Security, Non-solicitation, indemnification and limitations of liability shall survive any termination of this Agreement.

**11.10 Notices**

All notices required under or regarding this Agreement will be in writing and will be considered if delivered personally, mailed via registered post with acknowledgment due or sent by courier (confirmed by receipt) if to Converse Global, to the address set out in Clause 12 below or if to the Customer, your address as set out in the Order.

**12. Contact Information**

If you have any questions about these Terms or wish to contact Converse Global for any reason, please reach out to us at:

**Converse Global Consulting FZE.**FBC 40243, Compass Bldg., Al Shohada Rd.,  
Al Hamra Industrial zone-FZ, Ras Al Khaimah, UAE  
Email: [contactus@converseglobal.com](mailto:contactus@clootrack.com)