#### PRIVACY POLICY

- 1. Nuclei Sports Private Limited (**Company**, **SSE**, **we**, **us** or **our**) operates the portal in India, which offers cricket based fantasy games through the web-portal *get.ssefantasy.live* and associated mobile application(s) (collectively referred to as the **Portal**).
- 2. Any person utilizing the Portal (such person shall hereinafter be referred to as the **User** or **you**) or any of its features including participation in the various contests, games such as open or closed fantasy games (**Game**), consuming data that is hosted on the Portal, or being part of closed groups that are hosted on the Portal (hereinafter collectively referred to as **Services**) shall be bound by this Privacy Policy.
- 3. The Company respects the privacy of its Users and is committed to protect it in all respects, and in accordance with the laws of India. With a view to offering an enriching and holistic experience on its Portal, to its Users, the Company offers multiple options, which form a part of the Services.
- 4. Please read the 'About Us' section to know more about the Company and the 'Terms and Conditions' section to understand the rules applicable to the Services that are offered by the Company. While most of the Services are offered for free, the User may need to pay registration fees to participate in some of the online games offered on the Portal.
- 5. The information collected by the Company, about the User is two-fold, i.e., (i) information provided by the Users; and (ii) information that is automatically tracked during the User's navigation of the Portal.
- 6. The Company understands that you have read the Privacy Policy before submitting any information on the Portal. The Privacy Policy provides a detailed explanation of how we will treat your personal information. By using any aspect of the Portal, you are deemed to have provided your consent to the collection, use, disclosure and transfer of your personal data including sensitive personal data for the purposes outlined in this Privacy Policy and to the collection, processing, storage and maintenance of this information. Your use of any part of the Portal indicates your acceptance of this Privacy Policy and your consent for the collection, use and disclosure of your personal data including sensitive personal data in accordance with this Privacy Policy.
- 7. In case you do not agree with the Privacy Policy, please do not use the Portal or any portion thereof. Further, while you have the option to not provide us with all or some information or at a later point of time, withdraw the consent to collect, process, store or maintain certain information, kindly note that in such an event you may not be able to take full advantage of the entire scope of features and services offered to you on the Portal and the Company reserves its right to not provide you with Services. The Company shall take necessary action including but not limited to deactivating any accounts that you may have created on the Portal or blocking your access to the Portal and/or the Services.

## 8. Purpose and Usage:

To avail Services on the Portal, Users would be required to provide the following information as part of the registration process, *viz*:

Username

- 8.1 Password
- 8.2 Email address
  Date of birth
- 9. Since the acceptance and provision of consent to collection of data is on an individual basis, the Company, from time to time, may need to verify your identity and secure your account details. For the purposes of the same, you provide consent for the Company to to capture, record your device information, operating system information, network information and/or location information.
- 10. The Company may also collect sensitive personal information from you on the Portal. Sensitive personal information includes information relating to your physical, physiological and mental health condition; medical records and history; biometric information, sexual orientation and financial information, such as information regarding the payment instrument/modes used by you to make such payments, which may include cardholder name, credit/debit card number (in encrypted form) with expiration date, banking details, wallet details etc; and/or any other details that are deemed to be sensitive personal information by the laws of India. This information is usually collected from you at the time of making a payment to enable you to complete your payment expeditiously.
- 11. Except for any financial information that you voluntarily provide while making payment for any Services on the Portal, the Company does not collect any other sensitive personal information in the course of providing the Services and is not liable for the violation of any sensitive personal information relating to a User, unless such information has been collected for the purposes of providing the Service on the Portal.
- 12. It is clarified that sensitive personal information that is collected by the Company shall not be disclosed to any third party without the express consent of the respective User(s), unless otherwise set out in this Privacy Policy or as provided in a separate written agreement between the Company and the User or as required by the laws of India. It is clarified that this condition shall not apply to any information relating to the User(s), that is publicly available including sensitive personal information.
- 13. In the course of providing the Services, current Users of the Services may invite other existing Users or new users (**Invitees**) to participate in any of the Services by providing contact details of such Invitees. The Company has the right to use such contact information of the Invitees which have been provided by Users and invite such Invitee to register on the Portal, if required and avail of the Services in relation to which such person was invited by the User. The participation of the Invitee in the whole or any part of the Services shall be subject to this Privacy Policy and the Terms and Conditions for the use of the Portal. The User hereby represents and warrant that Invitees have

- consented and agreed to such disclosure to and use of their contact information by the Company.
- 14. All information that is collected and/or requested by the Company is specific and based on the kind of Services that the User wishes to obtain access to, and will be utilized for the purpose of *inter alia* providing the relevant Services to the User. The information as supplied by the Users enables the Company to continuously improve the quality of the Services and provide you with an enriching experience.
- 15. The Company may share such information with affiliates and third parties in limited circumstances, including for the purpose of providing services requested by the User, complying with legal process, preventing fraud or imminent harm, and ensuring the security of our network and services which includes information provided by the User.

### **Disclosure/Sharing:**

- 16. The Company may also share information as provided by you and the data concerning your usage of the Services and participation in the Games with third party service providers engaged by the Company, for the purpose of developing and curating data analytics or other similar purposes and/or for the purpose of storage.
- 17. Where we propose to use your personal information for any use other than provision of Services, the Company will ensure that it notifies the relevant User first. You will also be given the opportunity to withhold or withdraw your consent for the use of your information for purposes other than as listed above.
- 18. By using the Portal, you expressly agree and grant consent to the collection, use and storage of your information by the Company. The Company reserves the right to share, disclose and transfer information collected hereunder with its own affiliates. In the event the Company sells or transfers all or a portion of its business assets, information relating to its Users may be one of the business assets that are shared, disclosed or transferred as part of such transaction. You hereby expressly grant consent and permission to the Company for disclosure and transfer of information to such third parties in this regard. The Company may further share information as provided by you and the data concerning your usage of the Services and participation on the Portal with its commercial partners for the purpose of facilitating user engagement, for marketing, promotional and other related purposes.

### **Use of Cookies:**

19. To improve the effectiveness and usability of the Portal for our Users, we use "cookies", or such similar electronic tools to collect information to assign each visitor a unique anonymised number to understand such User's individual interests using the identified device. Unless the User voluntarily identifies himself/herself (e.g., through registration), the Company has no way of specifically identifying the User, even if a cookie is assigned to the User's device. The only personal information a cookie can contain is information which is provided by the User themselves on the Portal. The Company's advertisers may also assign their own cookies to the User's browser, however, it is clarified that the Company has no control over the placing and

subsequent functioning of such cookies on the User's device(s). [OTB NOTE: Please confirm.]

20. The Company's web servers automatically collect limited information about User's internet connection, including IP address. We would like to clarify that the IP address does not enable the Company to identify any User personally. The Company uses this information to: (a) deliver its web pages upon request, (b) to tailor the content that is made available on its Portal to the interests of its Users, (c) to measure traffic on the Portal, and (d) let advertisers know the geographic locations from where the Company's visitors and/or Users come.

#### Links:

- 21. The Company also includes links to other websites. Such websites are governed by their respective privacy policies, which are beyond the control of the Company. The User is advised to exercise caution before clicking on any third party link that is shown on the Portal.
- 22. Once a User leaves the Company's servers and/or website, use of any information provided by the User is governed by the privacy policy of the operator of such website which the User is visiting. That policy may differ from this Privacy Policy. If the User cannot find the privacy policy of such sites, then he/she may contact the site directly for more information. The Company is not responsible for the privacy practices or the lack thereof, or any content hosted on such websites. The Company shall not be liable for any loss and/or damage that may occur to the User as a result of accessing such third party sites.

## **Security Procedures:**

- 23. All information collected on the Portal is securely stored on databases that are controlled by the Company. The database is stored on servers secured behind a firewall and access to such servers are strictly limited, and provided on a need basis only.
- 24. However, you understand and acknowledge that no security system is impenetrable. Thus, the Company cannot guarantee the security of its database or guarantee that the information provided by you will not be intercepted while being transmitted over the Internet. By using the Portal, you understand and agree that your information may be used in or transferred to countries other than India and you accept the liability that may be imposed on you for transmitting such information using the Portal and/or its servers as per the applicable laws of India.
- 25. We may periodically review and amend this Privacy Policy from time to time to keep up pace with the changing needs of technology, without providing prior notice to you. However, the use of any information collected under this Privacy Policy will be consistent with the version of the Privacy Policy under which such information was collected. Any changes to our privacy policy will be posted on this page, so you are always aware of what information we collect, how we use it, how we store it and under what circumstances we disclose it.

#### **Advertising:**

- 26. The Company presents information in the form of aggregated statistics relating to traffic on various pages of the Portal to its online advertisers.
- 27. The Company may contact you from time to time in relation to the content provided to you on the Portals and the features which we believe may benefit you using the contact information provided by you.
- 28. The Company will not be responsible for any deceptive emails or web and/or mobile platform which intends to impersonate the Company. These emails, web and/or mobile platforms may include words and/or images which are used with an intention to deceive you and make you believe that such communication is from the Company. We strongly recommend not responding to emails or other communication. We may use the information provided by you to SSE, including your email address or phone number, to contact you about the Services availed by you or to inform you of our updated Services if any.

#### **Conditions of Use:**

- THE COMPANY WARRANTS THAT IT SHALL PROVIDE THE SERVICES IN 29. ALL RESPECTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AND PRIVACY POLICY, AND THE SECURITY AND CONFIDENTIALITY OF USER RELATED DATA SHALL BE IN ACCORDANCE WITH THIS PRIVACY POLICY. THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SAVE THE FOREGOING WARRANTY, ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY **IMPLIED** WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ARE HEREBY EXCLUDED.
- 30. THE USER ACKNOWLEDGES THAT THE COMPANY DOES NOT WARRANT THE ACCESS TO SERVICES AND/OR SAFETY OF DATA PROVIDED BY THE USER, WHICH DATA AND ACCESS ARE PROVIDED OVER THE INTERNET AND VARIOUS OTHER TELECOMMUNICATIONS NETWORKS, ALL OF WHICH ARE BEYOND THE COMPANY'S CONTROL, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE.

#### **Retention of Data:**

31. Your personal information may be retained and may continue to be used until the purposes of the agreement between the User and the Company lasts under the Terms and Conditions and this Privacy Policy or till the time that the Company is required by applicable law, regulations, contractual obligations or legitimate business purposes to retain your personal information, and the retention of your personal information is not required for the establishment, exercise or defense of any legal claim.

#### **Applicable Law and Jurisdiction:**

32. By visiting this Portal, you agree that the laws of India, as amended or restated from time to time, without regard to its conflict of laws principles, govern this Privacy Policy and any dispute arising in respect hereof shall be subject to and governed by the dispute resolution process set out in the Terms and Conditions.

# **Updating Information:**

33. For the purposes of providing you with the most enriching experience on the Portals, you accept that you will notify the Company if there are any changes or modifications to your personal information. Further, you may also review or modify your information and user preferences by logging into your account on the Portal from time to time.

#### **Contact Us:**

34. Any questions or clarifications with respect to this Policy or any complaints, comments, concerns or feedback can be sent to the Company at: <a href="mailto:support@ssefantasy.live">support@ssefantasy.live</a>.