

PRIVACY POLICY

Effective Date: 09-07- 2021

THIS PRIVACY POLICY (“POLICY”) IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THIS PRIVACY POLICY IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3 (1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR DOWNLOAD, ACCESS OR USAGE OF OUR SITE.

IF YOU DO NOT AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CAPTURED HEREIN, PLEASE DO NOT USE THE SITE OR ITS SERVICES.

1. INTRODUCTION

- A. Proxym Connect Private Limited, a company incorporated under Companies Act, 2013 having registered office at H. No. 8-2-603/1/3, Road Number 10, Banjara Hills 1st Floor ,vintage plaza, Hyderabad, Telangana 500034 . By purchasing from, using or visiting this website, product, software, data feed, or service provided to you on, from, or through this website <https://proxym.in/>, you represent and warrant that you are 18 or older, and you agree and acknowledge to be bound by these Terms of Use. If you do not agree to these Terms, please do not access the Site or use the Services. The Company reserves the right to change these Terms at any time. We recommend that you periodically check this Site for changes.
- B. The User (“**User**” or “**You**” or “**Your**”) are required to read and accept all of the terms and conditions laid down in this Privacy Policy Statement (“**Policy**”) and the linked Terms and Conditions, before you use the Site.
- C. We are committed to maintaining your privacy. Our privacy policy statement is given below. If we make changes to this Policy, we will notify you by updating this Policy statement on our Site. This Policy outlines the manner your data is collected and used by us. You are advised to please read the Policy carefully. By accessing the Content provided by the Site, you agree to the collection and use of your data by us in the manner provided in this Policy.
- D. The Policy does not apply to the procedures and practices followed by entities that are not managed, owned or controlled by us or to the people that are not engaged, employed or managed by us. Through this document, we wish to make you:
- (i) Feel at ease while using our Site;
 - (ii) Feel confident while sharing information with us;
 - (iii) Aware that you may contact us with your questions or concerns about privacy on our Site;
 - (iv) Aware that by using our Site you are agreeing to the collection of certain data.
- E. For purposes of this Policy:
- (i) “**Information**” shall include data, message, text, images, sound, voice, codes, computer programmes, software and data bases.
 - (ii) “**Personal Information**” means any information which is capable of identifying you (either directly or indirectly, in combination with other information available or likely to be available with us), such as your name, phone number and email address;

- (iii) “**Privacy Rules**” means Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 updated from time to time;
- (v) “**Sensitive Personal Data or Information**” shall have the meaning ascribed to such term under the Privacy Rules.

2. INFORMATION COLLECTED

- (i) We collect the details provided by you together with information we learn about you from your use of our Content and your visits to our Site. Some of the information we may collect includes, but is not limited to:
 - (a) name and age;
 - (b) contact information including email address;
 - (c) information about your mobile device that allows us to uniquely identify you;
 - (d) demographic information such as postcode, preferences and interests;
 - (e) information relevant to customer surveys and/or offers;
 - (f) Geo-location;
 - (g) financial information (like account or credit card numbers);
 - (h) opinions of features on this Site; and
 - (i) Other information as per our registration process.
- (ii) We may collect additional information in connection with your participation in any promotions or contests offered by us and information you provide when giving us feedback or completing profile forms. We also monitor customer traffic patterns and Site use, which enables us to improve the service we provide. We will collect only such information as is necessary and relevant to us to provide you with the Content available on the Site.
- (iii) While you use our Site, we may have automatic access to (receive and collect) certain anonymous information in standard usage logs through our web server, obtained from “cookies” sent to your browser from web server cookies stored on your hard drive, including but not limited to:
 - (a) Computer-identification information;
 - (b) IP address, assigned to the mobile phone which you use;
 - (c) The domain server through which you access our service;
 - (d) The type of mobile phone you're using; or
 - (e) The type of mobile browser you're using.
- (vi) We may also collect the following information about:
 - (a) The pages you visit/access;
 - (b) The links you click on our Site;
 - (c) The number of times you access the Site screen; or
 - (d) Other Applications you open simultaneously while browsing on ours.
- (vii) We may collect location information (e.g., city and state and/or zip code) that you provide. Certain devices and browsers contain unique identifiers that can be used to identify the geographical location of the device. When you use such a device or browser to access our Site, your device and/or browser may automatically collect and/or transmit your location information.

3. WHEN / HOW WE COLLECT THE INFORMATION

- (i) We may collect anonymous traffic information from you when you visit our Site.
- (ii) We collect the Personal Information from you when you register with us or you transact as a guest. During registration you are required to give us your contact information (such as name, email address, date of birth, gender, address, pin code, mobile number etc.) Upon registration

you may receive communications from us (e.g. emails, newsletters, updates). Even when you transact as a guest we collect identifiable information (such as name, email address, date of birth, gender, billing address, delivery address, pin code, mobile number etc.).

- (iii) Any Information including Sensitive Personal Data or Information collected by us from you may be stored and processed in India or any other country in which we or our corporate affiliates, subsidiaries or agents maintain facilities that ensure the same level of data protection that is adhered to by us. You shall be deemed to have consented for transfer of your Information including Sensitive Personal Data or Information outside your country if you provide us your consent for collection and use of your Sensitive Personal Data of Information by us in the manner as specified in this Privacy Statement.
- (iv) We assure you that any Sensitive Personal Data or Information provided by you is collected when the collection of such information is necessary and used by us for a lawful purpose connected with our function or activity.
- (v) We shall be permitted to use this information to contact you about using our Site and content in which you have expressed interest.
- (vi) We are the sole owners of your information collected by us at different points on our Site.
- (vii) The Site may contain links to other third party sites. We are not responsible for the privacy practices of such third party sites which we do not own, manage or control.
- (viii) We may at certain times make chat rooms, forums, instant messenger and message boards and other content available to you. Please understand that any information that is disclosed in these areas becomes public information. We have no control over its use and you should exercise caution when disclosing your personal information to anyone.
- (ix) If you use a bulletin board or chat room on our Site, you should be aware that any Personal Information you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. We are not responsible for the Personal Information you choose to submit in these forums.

4. DISCLOSING PERSONAL INFORMATION

You agree that we may share or disclose your Information including Sensitive Personal Data or Information with corporate affiliates and business partners (a) to carry out transactions you request or to make our business or that of our corporate affiliates more responsive to your needs; (b) if we reasonably consider it necessary to protect ourselves, its customers, or the public; (c) who help us to perform transactions you request or who help us to customize, evaluate, process, analyse, and/or improve our communication or relationship with you. We impose an obligation on our corporate affiliates and business partners who receive your Sensitive Personal Data or Information to keep such information secure in accordance with the Privacy Rules and to not disclose it further to third parties. You shall be deemed to have consented to sharing and disclosure of your Information including Sensitive Personal Data or Information by us with our corporate affiliates and business partners if you give your consent to provide us with your Sensitive Personal Data of Information in the manner as specified in this Policy. We may also disclose any Information provided by you (which may include your Personal Information and Sensitive Personal Data or Information): (a) in connection with law enforcement, fraud prevention, or other legal actions or legal obligations; or (b) if required to do so under applicable law or regulation in your country or by an order under the law for the time being in force; or (c) to government agencies mandated under the law of your country to obtain such information for the purpose of verification of identity, or for prevention, detection, investigation including any real or suspected adverse event in relation to cyber security that violates any applicable security policy. No consent will be required to be obtained by us from you for any of the aforesaid disclosures. In addition, you agree that we may share your Information with business partners that help us carry out transactions you request or that help us to customize, process, evaluate, analyse, and/or improve our communication or relationship with you, and who share our commitment to protecting your Information. Except as described above, we will not disclose your Personal Information including

your Sensitive Personal Data or Information to third parties for their own marketing purposes, unless you consent for the same.

5. HOW IS THE INFORMATION USED?

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- (a) Internal record keeping;
- (b) We may use the information to improve our Services;
- (c) We may periodically send promotional emails, SMSs or push notifications about new products, special offers or other information which we think you may find interesting using the email address which you have provided;
- (d) From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the Site according to your interests;
- (e) Changes in the policies or terms of use or event-based communications such as invites, reminders etc.;
- (f) We use your personal information to improve personalized features on our Site;
- (g) We use anonymous traffic information to recognize your usage privileges to our Site; and
- (h) track your session and activities so that we can understand better how people use our Site.

6. WHO DO WE SHARE YOUR INFORMATION WITH?

- (i) We do not share or rent your information with third parties.
- (ii) We do not rent, sell or share your Personal Information or Sensitive Personal Information and we will not disclose any of your Personal Information to any other third parties unless:
 - (a) Required by special circumstances such as compliance with subpoenas, court orders, requests/order from legal authorities or law enforcement agencies requiring such disclosure;
 - (b) To help investigate, prevent or take action regarding unlawful and illegal activities, suspected fraud, potential threat to the safety or security of any person, violations of terms of use or to defend against legal claims;
 - (c) We have your permission; or
 - (d) To provide Content requested by you.
- (iv) We reserve the right to disclose your Personal Information or Sensitive Personal Information and e-mail address information as required by applicable law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Site.
- (v) If we do share your information with advertisers it will strictly be on an aggregate basis only.
- (vi) The security of your personal information and email address is important to us. When you enter sensitive information (such as credit / debit card number) on our acquiring bank's system or order forms, they encrypt that information using secure socket layer technology (SSL).
- (viii) We follow generally accepted industry standards to protect the personal information and email address submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your Personal Information and email address, we cannot guarantee its absolute security.
- (ix) If you have any questions about security on our Site, you can email us at:

7. HOW YOU CAN ACCESS YOUR INFORMATION

We want to maintain the Information including Personal Information and Sensitive Personal Data or Information provided by you accurately.

WE SHALL NOT BE RESPONSIBLE FOR THE AUTHENTICITY OF THE INFORMATION OR SENSITIVE PERSONAL DATA OR INFORMATION SUPPLIED BY YOU AND ALL LIABILITIES IN RESPECT OF THE LOSSES WHICH MAY OCCUR DUE TO SUCH INCORRECT PERSONAL INFORMATION OR SENSITIVE PERSONAL DATA OR INFORMATION WILL BE SOLELY ATTRIBUTABLE TO YOU.

8. SELECTING YOUR COMMUNICATION PREFERENCES

- (i) You may choose to receive or not receive marketing communications from us by indicating your preferences by turning notifications to “Off” within the settings section of our Site.
- (ii) Please allow up to 10 business days for your email preferences to become effective.

9. HOW WE SECURE YOUR INFORMATION

We are committed to protecting the security of your Information including Personal Information and Sensitive Personal Data or Information. We use a variety of security technologies and procedures to help protect your Information, Personal Information and Sensitive Personal Data or Information from unauthorized access, usage and disclosure, such as encryption, passwords, physical security, etc. While we strive to protect such information, we cannot ensure or warrant or guarantee that your Information or private communications you transmit to us will always remain private or confidential, and you do so at your own risk.

You are solely responsible for the confidentiality of any password and other account information that you create in order to access or use the Site. You agree to notify us immediately on any unauthorized use of your account, user name, or password. You also agree that we are not liable in any manner for any loss that you may incur as a result of any third party using your password, either with or without your knowledge. You are solely liable for any losses incurred by us, our affiliates, officers, directors, employees, consultants, agents, and representatives due to misuse of your account or password. You will not under any circumstances use the account, username, or password of someone else at any time nor shall you share your account, username, or password with any third party.

10. COLLECTION AND USE OF CHILDREN'S INFORMATION

We seriously consider the privacy of children. If you are under 18 (eighteen) years of age, please do not submit any Personal Information and Sensitive Personal Data or Information through our Site without the express consent and participation of a parent or guardian. If we become aware that we have inadvertently received personally identifiable information from a user under the age of 18 (eighteen) as part of the Site, we will delete such information from our records.

11. CHOICES AVAILABLE REGARDING COLLECTION, USE AND DISTRIBUTION OF INFORMATION

Our web servers automatically collect limited information about your mobile phone’s connection to the Internet, including your IP address/Android or iOS token, when you visit or use our Site. (Your IP address is a number that lets Mobiles attached to the Internet know where to send you data such as the web pages you view.) Your IP address does not identify you personally. We use this information to deliver our Content to you upon request, to tailor our Site to the interests of our customers, to measure traffic within our Site and let advertisers know the geographic locations from where our visitors come.

12. VOLUNTARY DISCLOSURE OF INFORMATION

- (i) Providing us with Personal Information is entirely voluntary.
- (ii) You may change your interests at any time and may opt-in or opt-out of any marketing / promotional / newsletters mailings.

- (iii) Upon request, we will remove / block your Personal Information from our database, thereby cancelling your registration. However, your Information may remain stored in archive on our servers even after the deletion or the termination of your account.
- (v) If we plan to use your Personal Information for any commercial purposes, we will notify you at the time we collect that information and allow you to opt-out of having your information used for those purposes.

13. SECURITY PROCEDURES TO PROTECT INFORMATION FROM LOSS, MISUSE OR ALTERATION

- (i) To protect your privacy and security, we will verify your identity, to the best of our abilities, before granting access or making changes to your Personal Information.
- (ii) To protect against the loss, misuse and alteration of the information under our control, we have in place appropriate physical, electronic and managerial procedures. For example, our servers are accessible only to authorized personnel and your information is shared with respective personnel on need to know basis to complete the transaction and to provide the Content requested by you.
- (iii) Although we will endeavour to safeguard the confidentiality of your Personal Information, transmissions made by means of the Internet cannot be made absolutely secure. By using our Sites, you agree that we will have no liability for disclosure of your information due to errors in transmission or unauthorized acts of third parties.
- (iv) We follow generally accepted industry standards to protect the Personal Information and email addresses submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information and email address, we cannot guarantee its absolute security.
- (v) All information gathered on the Site is securely stored within a controlled database. The database is stored on servers secured behind a firewall; access to the servers is password-protected and is strictly limited. However, as effective as our security measures are, no security system is impenetrable. We cannot guarantee the security of our database, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet and, of course, any information you include in a posting to the discussion areas is available to anyone with internet access.
- (vii) However, the internet is an ever evolving medium. We may revise our Policy from time to time to incorporate necessary changes. Of course, our use of any information we gather will always be consistent with the policy under which the information was collected, regardless of what the new policy may be.
- (viii) We use third-party advertising companies to serve ads when you visit our Sites. These companies may use information (not including your name, address, email address or telephone number) about your visits to this and other third party sites in order to provide advertisements about content of interest to you.

14. THIRD-PARTY APPLICATIONS AND CONTENT

Be aware that other Third party sites accessed by you may collect your Information, Personal Information and Sensitive Personal Data or Information. The information practices of those third-party Third party sites are not covered by this Privacy Statement. We will not be responsible for any breach of your privacy or any other loss arising to you as a result of collection of you Information, Personal Information and Sensitive Personal Data or Information by such third party sites.

15. PROHIBITED USES

You are prohibited from violating or attempting to violate any security features of any of our Site, including, without limitation:

- (i) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
- (ii) attempting to probe, scan, or test the vulnerability of any of our Site or any associated services, system or network, or to breach security or authentication measures without proper authorization;
- (iii) using any automated process or service (such as, by way of example only, any spider, robot, or automated searching or "scraping" tool) to monitor, access or copy any content from any Site;
- (iv) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site, overloading, initiating or facilitating any "denial of service" attack, "flooding," "spamming," "mail bombing," or "crashing;"
- (v) using our Site or servers to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;
- (vi) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using our Site;
- (vii) Impersonate any person or entity;
- (viii) "Stalk" or otherwise harass any person;
- (ix) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents;
- (x) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
- (xi) remove any copyright, trademark or other proprietary rights notices contained in the Service;
- (xii) interfere with or disrupt the Services or the Site or the servers or networks connected to the Services or the Site;
- (xiii) post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (xiv) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service;
- (xv) "frame" or "mirror" any part of the Service, without Our prior written authorization or use meta tags or code or other devices containing any reference to Us or the Services or the Site in order to direct any person to any other web site for any purpose; or
- (xvi) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing the Site or our Services. Any violation of system or network security may subject you to civil and/or criminal liability and will result in a loss of your ability to access and use the Site.

16. POLICY UPDATES

- (i) We reserve the right to change or update this Policy at any time by placing a prominent notice on our Site. Such changes shall be effective immediately upon posting to this Site.
- (ii) If we make changes to this Privacy Statement or we make any material changes to the way we will use your Information including Personal Information and Sensitive Personal Data or Information, we will review the Privacy Statement to reflect such changes and also the effective date of the declaration, included at the end of this section. We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you appropriately.
- (iii) If we decide to make changes in our email practices, we will post those changes to this privacy policy, the homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

- (iv) We encourage you to periodically review this Privacy Statement to stay informed about how we are protecting your Information including Personal Information and Sensitive Personal Data or Information.

17. DISCLAIMER

- (i) The information contained in this Site is for general information purposes only. The information is provided by the Company and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Site or the information, products, services, or related graphics contained on the Site for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- (ii) In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this Site.
- (iii) Through this Site you are able to link to other third party websites or Sites which are not under the control of the Company. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
- (iv) Every effort is made to keep the Site up and running smoothly. However, the Company takes no responsibility for, and will not be liable for, the Site being temporarily unavailable due to technical issues beyond our control.
- (v) You agree that you will use the Services in a manner consistent with any and all applicable laws and regulations. We reserve the right but are not obligated to investigate and terminate your participation in the Site if you have misused the Site or the Services or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal.
- (vi) You further agree that Your Information and Your interactions on the Site shall not: be false, inaccurate or misleading (directly or by omission or failure to update information); infringe any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violate any law, statute, ordinance or regulation; be defamatory, trade libellous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material; contain any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language; contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; include in Your Information any telephone numbers, street addresses, last names, URL's or E-mail addresses other than where explicitly asked for it in the Your registration and profile section; create liability for Us or cause Us to become subject to regulation as a transportation carrier or provider of taxi service; or link directly or indirectly to any other web sites.
- (vii) You further agree that You will not transfer, use, or sell Your account and/or ID to any another party. We reserve the right, but have no obligation, to reject any User that does not comply with these prohibitions.

18. GOVERNING LAW

The Company is governed by all laws applicable within the territory of India including the Information Technology (Amendment) Act, 2008 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011. By using the Site, you are agreeing to the terms of the privacy policy thereby consenting to the exclusive jurisdiction and venue of courts in Hyderabad, Telangana, India, in all disputes arising out of or relating to the use of the Site or the privacy policy. Disputes may be referred to Arbitration at the choice of the Company at its sole discretion, which shall then be governed as per the Arbitration and Conciliation Act, 1996 and any amendments thereof.

19. NOTICE TO NON-INDIA USERS

If you are located outside the jurisdiction of India, you should be aware that your personally identifiable information will be transferred to India, the laws of which may be deemed by your country to have inadequate data protection. If you are located in a country outside India, and voluntarily submit personally identifiable information to us on the Site, you thereby consent to the general use of such information as provided in this Privacy Policy and to the transfer of that information to, and/or storage of that information in India.

20. CONTACT INFORMATION

If you have any questions about this Site or our privacy policies, hello@proxym.in.