

## **PRIVACY POLICY**

Thank you for choosing Flowace.

Welcome to the Flowace Privacy Policy.

Your use of Flowace is governed by the following Privacy Policy and in order to use Flowace, you will be required to consent to the terms of this Privacy Policy as revised from time to time. By using or by continuing to use Flowace, you acknowledge that you have read and understood the Privacy Policy and accept the same.

This Privacy Policy sets out the details of the personal information collected, the manner in which it is collected, by whom as well as the purposes for which it is used.

All the Capitalized terms used herein but not defined herein will have the same meaning as contained in our Terms and Conditions of Use.

### **1. INTRODUCTION**

**FLOWACE TECHNOLOGIES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013, having its registered office at Unit 116, Building No.2 (A-3), Sector I, Millennium Business Park, Mahape, Navi Mumbai, Thane 400 710 (hereinafter referred to as the “**the Owner**” / “**We**”/ “**Us**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title and assigns).

The Owner is the owner of or is otherwise well and sufficiently entitled to a software programme capable of performing the “**Services**”, more particularly defined in the Terms and Conditions of Use, which the Owner intends to exploit by commercial licensing of the same to various third parties. The Owner is the data controller for the personal data collected in connection with use of the Services.

You have voluntarily agreed to subscribe to the Services for its utilization during the “**Term**” and “**Purpose**”, more particularly defined in the Terms and Conditions of Use.

### **2. INFORMATION WE COLLECT**

We receive or collect information when we operate and provide our Services, including when you install, access, or use our Services.

#### **2.1. Information You Provide**

2.1.1. Your Account Information: You provide your mobile phone number to create a User account. You may also add other information to your account, such as a profile name, date of birth, sex, profession, place of residential address, proof of identity and other relevant details.

- 2.1.2. Background check and identity verification: We collect background check and identity verification information of Users, including but not limited to your family history, place of residential address and proof of identity. This information can be collected by a third-party provider as well on our behalf.
- 2.1.3. Customer Support: You provide us with information related to your use of our Services, including copies of your messages, and how to contact you so we can provide you customer support. For example, you may send us an email or an in-app feedback with information relating to our app performance or other issues faced by you while using the app.
- 2.1.4. Billing Information: If you subscribe to paid Services, we ask you for information like full name of the person or entity that will pay for the Services, their place of residential address and GST number to authenticate the subscriber of our Services.

## 2.2. **Automatically Collected Information**

### 2.2.1. Collection of Personal Location Data

- Your location may be available to us through any of the following instances (together: your “**Location**”):
- We may collect your exact location, via your Compatible Device, which permission will be deemed to have been provided upon your using of Flowace and your consent to share your location with the Services (in relation to which Software Development Kits (“**SDK**”) are installed or embedded in). Please note that we collect real time location.
- We may assume your location, if you are connected to a Wi-Fi whose assumed location is known to us.
- We may assume your location by collecting the data with respect to the network cell which you are connected to, if the location of that cell is known to us.
- Your country, city and region may be available to us from your Internet Protocol (“**IP**”) collected by the SDK or other Data Sources or from other data shared with us by third parties (for example through Real-Time Bidding (RTB) integration).
- Please note that by disabling your geo-location permission to the Services (through the Mobile Device operating system), your location may still be assumed and/or collected by us from other available sources detailed hereinabove.
- We may collect data about the devices used to access our services, including the hardware models, device IP address, operating systems and versions, software,

preferred languages, unique device identifiers, advertising identifiers, serial numbers, device motion data, and mobile network data.

- The Owner may combine the data collected from these sources with other data in its possession.
- The Owner may store the data collected from the various sources on MySQL database and the data collected will not be shared by the Owner.

2.2.2. Usage and Log Information: We collect service-related, diagnostic, and performance information. This includes information about your activity (such as how you use our Services) log files, and diagnostic, crash, website, and performance logs and reports.

2.2.3. Transactional Information: If you pay for our Services, we may receive information and confirmations, such as payment receipts, including from other third parties processing your payment.

2.2.4. Device and Connection Information: We collect device-specific information when you install, access, or use our Services. This includes information such as hardware model, operating system information, browser information, IP address, mobile network information including phone number, device identifiers and also whether the device has access to an internet connection at all times. We also collect device location information in order to track the location on real-time basis and for diagnostic and troubleshooting purposes such as if you are having trouble with our app's location service.

2.2.5. Cookies: We use cookies to operate and provide our Services, including to provide our Services that are web-based, improve your experiences, understand how our Services are being used, and customize our Services. Additionally, we may use cookies to remember your choices, your preferences such as your language preferences, and settings, determining the popularity of content, and generally understanding the online behaviours and interests of people who interact with their Services and otherwise to customize our Services for you.

2.2.6. Status Information: We collect information about your online and offline status on our Services to determine the frequency of your opening of the app when so required to receive notifications including push-notifications and other updates or Service guidelines if any from us. The app also tracks idle time on your Desktop Device along with time spent on various projects by Users, to support the Customer with billing management function.

2.2.7. Other Information: We receive from you such Information as you provide us when filling in forms (e.g., applications or questionnaires) on a Website or via the Service or when you participate in our Service-related campaigns or programmes, sign up to receive notifications, newsletters or other communications from us, request

support for the Service, interact with our social media accounts or correspond or otherwise communicate with us. If you email us or send us a letter or a message, we may retain a record of such communication, including your name and address, email address or telephone number (as applicable), the content of your communication and our response. We may complement these data with other Information.

### **2.3. Third-Party Information**

2.3.1. Third-Party Providers: We work with third-party providers to help us operate, provide, improve, understand, customize, support, and market our Services. For example, we work with companies to distribute our apps, provide our infrastructure, delivery, and other systems, supply map and places information, process payments, help us understand how people use our Services, and market our Services. These providers may provide us information about you in certain circumstances; for example, app stores may provide us reports to help us diagnose and fix service issues.

### **2.4. The Flowace app has access to the following, which you hereby acknowledge and accept:**

#### 2.4.1. Identity

- find accounts on the device

#### 2.4.2. Calendar

- read calendar events plus confidential information
- add or modify calendar events and send email to guests without owners' knowledge

#### 2.4.3. Contacts

- find accounts on the device
- read your contacts
- modify your contacts

#### 2.4.4. Location

- approximate location (network-based)
- precise location (GPS and network-based)

#### 2.4.5. Phone

- directly call phone numbers
- read call log
- read phone status and identity

#### 2.4.6. Photos / Media / Files

- read the contents of your USB storage
- modify or delete the contents of your USB storage

#### 2.4.7. Storage

- read the contents of your USB storage
- modify or delete the contents of your USB storage

#### 2.4.8. Camera

- take pictures and videos

#### 2.4.9. Wi-Fi connection information

- view Wi-Fi connections

#### 2.4.10. Device ID & call information

- read phone status and identity

#### 2.4.11. Other

- display unauthorized windows
- update component usage statistics
- modify secure system settings
- receive data from Internet
- view network connections
- pair with Bluetooth devices
- access Bluetooth settings
- connect and disconnect from Wi-Fi
- full network access
- run at startup
- draw over other apps
- control vibration
- prevent device from sleeping
- modify system settings
- read Google service configuration

### **3. HOW WE USE INFORMATION**

We use all the information we have to help us operate, provide, improve, understand, customize, support, and market our Services. They are as under:

- 3.1. Our Services: We operate and provide our Services, including providing customer support, and improving, fixing, and customizing our Services. We understand how people use our Services and analyse and use the information we have to evaluate and improve our Services, research, develop, and test new services and features, and conduct troubleshooting activities. We also use your information to respond to you when you contact us. We use cookies to operate, provide, improve, understand, and customize our Services.
- 3.2. Account Creation: We use the information to create and update User accounts in order for the Services to operate;

- 3.3. Payment Facility: We also use the information in order to offer subscription plans and other offers, and prepare, execute and facilitate in the payment process required for subscribing to the Services or any other features of add-ons that may be availed of, by the Customer.
- 3.4. Customer support: We use the information we collect (including recordings of customer support calls with notice to and the consent of the user) to provide customer support, including:
  - 3.4.1. Direct questions to the appropriate customer support person
  - 3.4.2. Investigate and address User and/or Customer concerns
  - 3.4.3. Monitor and improve our customer support responses and processes
- 3.5. Research and development: We may use the data we collect for testing, research, analysis, product development, and machine learning to improve the User and Customer experience. This helps us to improve and enhance the safety and security of our services, improve our ability to prevent the use of our services for illegal or improper purposes, develop new features and products, and facilitate insurance and finance solutions in connection with our services.
- 3.6. Safety and Security: We verify accounts and activity, and promote safety and security on and off our Services, such as by investigating suspicious activity or violations of our Terms and Conditions of Use, and to ensure our Services are being used legally including using device, location, profile, usage, and other data to prevent, detect, and combat fraud or unsafe activities.
- 3.7. Legal proceedings and requirements: We may use the personal data we collect to investigate or address claims or disputes relating to use of our Services, or as otherwise allowed by applicable law, or as requested by regulators, government entities, and official inquiries.
- 3.8. Communications About Our Services: We communicate with you about our Services and features and let you know about our terms and policies and other important updates. We may also use the information to send you marketing and non marketing communication or process and respond to your queries.

#### **4. INFORMATION YOU AND WE SHARE**

You share your information as you use and communicate through our Services, and we share your information to help us operate, provide, improve, understand, customize and support our Services. The following are certain ways information is shared by you or us:

- 4.1. Customer: User's location, time spent on various projects, idle time, proof of identity and other relevant account information may be made available to the Customer and such User is prohibited from re-configuring the Service settings to manage information made available to the Customer.

- 4.2. Third-Party Providers: We work with third-party providers to help us operate, provide, improve, understand, customize, support, and market our Services. When we share information with third-party providers, we require them to use your information in accordance with our instructions and terms or with express permission from you.
- 4.3. Third-Party Services: When you use third-party services that are integrated with our Services, they may receive information about what you share with them. For example, if you use a payment service integrated with our Services, they will receive information about what you share with them. If you interact with a third-party service linked through our Services, you may be providing information directly to such third party. Please note that when you use third-party services, their own terms and privacy policies will govern your use of those services.
- 4.4. Legal Reasons: We may share your personal data if we believe it's required by applicable law, regulation, operating license or agreement, legal process or governmental request, or where the disclosure is otherwise appropriate due to safety or similar concerns. This includes sharing personal data with law enforcement officials, public health officials, other government authorities, or other third parties as necessary to enforce our Terms and Conditions of Use, user agreements, or other policies; to protect our rights or property or the rights, safety, or property of others; or in the event of a claim or dispute relating to the use of our Services.
- 4.5. Protection: If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Owner and/or Flowace, our customers or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.
- 4.6. Consent is obtained: We may share your information in any other circumstances where we have your consent.

## **5. ASSIGNMENT, CHANGE OF CONTROL, AND TRANSFER**

- 5.1. All of our rights and obligations under our Privacy Policy and Terms and Conditions of Use are freely assignable by us to any of our affiliates, in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner.
- 5.2. The User and/or the Customer is not permitted to assign and/or transfer, any of their rights or obligations under the Privacy Policy and Terms and Conditions of Use, without the prior written consent of the Owner.

## **6. MANAGING YOUR INFORMATION**

- 6.1. We retain the information for as long as your User Account remains in existence and for such period thereafter as required for the purposes for which the information may lawfully

be used or is otherwise required under any other law for the time being in force. For example, we retain location, device, and usage data for these purposes for a minimum of 1 year; while it retains such data, it may also use it for purposes of safety, security, fraud prevention and detection, and research and development, after which such information shall be purged from the app.

- 6.2. In certain circumstances, we may be unable to delete a user's account, such as if there is an outstanding credit on the account or an unresolved claim or dispute. Upon resolution of the issue preventing deletion, we will delete the account as described above.
- 6.3. The User and/or Customer hereby expressly waive all claims to their personal information during such time as the App is running on his/her Compatible Device. The User and Customer hereby consent to use this Software and to the collection and use of their personal information for the provision of the Services and relinquish their right to privacy in order to allow the Services to operate effectively and efficiently. If you object to your personal information being transferred or used in this way, please do not use Flowace.

## **7. DATA SECURITY**

- 7.1. The Services are equipped with standard security features including implementation of appropriate physical, electronic and managerial procedures to protect and safeguard the confidentiality and security of your information and to help prevent unauthorized access to your information and to maintain data security. Data is encrypted in transit as well as at rest. Personal information provided at the time of registration is encrypted before being uploaded to the cloud where it is stored in a secure encrypted server. These safeguards take into account the sensitivity of the information that we collect, process and store and the current state of technology. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it.
- 7.2. We assume no liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond our control. You play an important role in keeping your personal information secure. You should not share your user name, password, or other security information for your Flowace account with anyone. If we receive instructions using your user name and password, we will consider that you have authorized the instructions.

## **8. UPDATES TO OUR POLICY**

We reserve the right to amend or update our Privacy Policy from time to time to reflect changes in the law, our data collection and use practices, the features of our Services, or advances in technology. We will provide you notice of amendments to this Privacy Policy, as appropriate, and update the "Last Modified" date at the top of this Privacy Policy. If we make significant changes, we will notify users in advance of the changes through the app or through other means, such as email. Your use of our Services confirms your acceptance of our Privacy Policy, as amended. Please review our Privacy Policy from time to time for latest information on our Privacy Policy.

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