

Privacy Policy

Tarnea Technology Solutions Pvt. Ltd

Last Updated on June 20, 2020

Tarnea values your privacy and is committed to ensuring that your privacy is protected. The purpose of this Privacy Policy is to describe what information Tarnea collects about you, why we collect it, how we use your information, how we protect and share your information, the choices we offer you, including your ability to access and update information about yourself (“User”, “your “or “you”).

When this policy mentions “Tarnea”, “we”, “us”, or “our”, it refers to Tarnea Technology Solutions Private Limited that is responsible for your information under this Privacy Policy. Please read and understand this Privacy Policy carefully whether you are a new Tarnea User or an existing User, and its applicability to the Services (as defined below) we provide you. **If you do not agree with this policy, do not access or use Tarnea platform or Services.**

1. APPLICABILITY

We ask for and collect certain information (specified in Section 2) about you when you use the Tarnea platform and Services. This information is necessary for the adequate performance of the contract between you and us and to allow us to comply with our legal obligations. Without it, we may not be able to provide you access to and use of the following services (“Services”).

- (i) The Tarnea SmartMile®, Tarnea EagleEye™, Tarnea iRevo™, Tarnea SmartChains™ products and Services which helps you to run your business functions digitally through the use of the application and platform licensed to you by Tarnea.
- (ii) The Tarnea website which describes the Tarnea platform and Services, and gives you information on other activities that we organize or participate in, such as events, conferences, newsletters, etc.
- (iii) All other products and services provided by Tarnea, including any support services (as may be applicable).

2. INFORMATION WE COLLECT

2.1 We collect the following broad categories of information from you (collectively referred to as “Information”)

- (i) **“Personally Identifiable Information”** - information that could be used to identify you such as, your name, email address age; gender, IP addresses and other similar information;
- (ii) **“Sensitive Personal Information”** - such as passwords and financial/ payment related information;

- (iii) **“Non-Personal Information”** - information that cannot be used to identify you such as the webpages that you have viewed and your usage patterns, including certain types of device information;

2.2 Having regard to the foregoing, below is an inclusive list of Information we collect from you in connection with your access and use of the Services:

- (i) Information that we need you to provide to enable you to sign-up for the use of the Services provided by Tarnea.

Account Information: When you sign-up for a Tarnea account (“User Account”), we require certain personal information such as your name/your organization name, phone number and email address for the purpose of user registration, identification and account verification.

Payment Transaction Information: We may collect your first name, last name, phone number, and billing address, when you register for availing the Services provided by Tarnea. Your credit card and billing details are collected through a third-party gateway to which you will be required to provide requisite information separately in order to process your payments. The third-party payment gateway will in turn share with us the last 4 (four) digits of your card number.

2.3 Information we automatically collect from your use of the Services.

When you use the Services, we automatically collect information, about the Services you use and how you use them. This information is necessary for the effective performance of the contract between you and us, to enable us to comply with legal obligations given our legitimate interest in being able to provide and improve the functionalities relating to the platform, the mobile application and the Services.

Geo-location Information: When you use certain features of the Tarnea platform, mobile application and website, we may collect information about your location such as your IP address, which in turn would enable us to infer your city, region/ state, country, continent, Internet Service Provider (ISP), longitude/latitude coordinates of location, type of connection (residential, business, etc.), and name of the organization that owns the connection (i.e. if it is a business connection or not).

Usage Information: We collect information about your interactions with the Tarnea platform and mobile application such as the pages viewed on the website and the account dashboard, content created or uploaded through use of the platform, the mobile application and Services. Do note however that you will be given an option in your account settings to disable our collection of information pertaining to your interaction with the Services.

Log File and Device Information: When you use the Services, we automatically collect and store certain information in server logs. This includes details of how you used our

Services, such as access to your account, certain information that your web browser sends whenever you visit any website, internet protocol address, information inferred from your Internet Protocol Address like location, Internet Service Provider (ISP) details, device information such as hardware configuration and operating system, browser types, referring / exit pages and URL's, number of clicks, domain names, landing pages, pages viewed and other such information. We do not link this automatically collected data to personally identifiable information.

Cookies and Tracking Technologies: We collect device specific information (such as your hardware model, operating system version, unique device identifiers). Tarnea may associate your device identifiers with your Tarnea account. You may decline these cookies by changing your browser settings, if permitted. However, do note that this may impact certain features of the Services offered or your experience in using the Services.

This policy does not apply to, nor does Tarnea take any responsibility for any information that is collected by any third-party either using the Services or through any third-party links made available to you during your use of the Services or through any of the advertisements.

3. HOW WE USE INFORMATION WE COLLECT

Tarnea will use the information collected from you for the following purposes:

- (i) Ensuring the Services with respect to the Tarnea platform, mobile application and/or the content on the Tarnea website is presented in the most effective manner for your use;
- (ii) To provide you with information pertaining to products and services, marketing and promotional activities, transactional and user support and products or Services that you request from us which we feel may interest you, when you have consented to be contacted for such purposes;
- (iii) To carry our obligations arising from any contracts entered into between you and us, including for billing and collection;
- (iv) To notify you about any changes and improvements to the Tarnea platform and/or website; or analytical purposes, including but not limited to assessing usage data, usage patterns, and other similar activities;
- (v) When you create a User Account, we keep a record of your communication to help solve any issues you might be facing;
- (vi) In any other way that Tarnea may describe to you at the time you provide the information;
- (vii) We use information collected from cookies and other tracking technologies to improve your user experience.

Except as otherwise provided herein, Tarnea will not disclose, publish, sell, rent, market or share with any third-party your personal information without your express consent.

Please do not include or provide any personal information unless specifically requested as part of the registration or other applicable processes. If any Information you have provided

or uploaded violates the terms of this Privacy Policy, Tarnea may be required to delete such Information upon informing you of the same and revoke your access if required without incurring any liability to you.

You also may provide Information to be published or displayed or posted on the Tarnea website or transmitted to other users of the Tarnea website or third-parties. Any such Information is posted or transmitted to others at your own risk. Please be aware that Tarnea cannot control the actions of other users of the websites and mobile applications with whom you may choose to share Information with.

4. INFORMATION WE SHARE AND DISCLOSE

We share information about you with your consent for the following operating and maintaining the Services:

(i) **To conduct Analytics:**

We are always looking for ways to make our Services smarter, faster, secure, integrated, and useful to you. We use collective learnings about how people use our Services and feedback provided directly to us to troubleshoot and to identify trends, usage, activity patterns and areas for integration and improvement of the Services. We also test and analyze certain new features with some users before rolling the feature out to all users. We may also share aggregated information (information about our users that we combine together so that it no longer identifies or references an individual user) and other pseudonymized information with third parties for regulatory compliance, industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.

(ii) **For Customer Support**

We use your information to resolve technical issues you encounter, to respond to your requests for assistance, to analyze crash information, and to repair and improve the Services.

(iii) **For Legal Reasons:**

Tarnea will also share information including personal information with individuals or entities to the extent it believes in good faith it is required to:

- ensure compliance with law/regulations and/or pursuant to enforceable orders of government, law enforcement or regulatory authorities;
- address fraud, security or technical issues;
- protect against harm to the rights, property or safety of Tarnea, its other users or the public as required or permitted by law.

(iv) **For Effective Provision of Services:**

We may share your personal information to Tarnea employees, contractors, agents, and other representatives who need to know that information in order to provide Services to you and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

5. HOW WE STORE AND PROTECT YOUR INFORMATION

Tarnea stores personal information on its databases and on servers in various countries around the world. We may store your personal information on a server located outside India.

The information that you provide, subject to disclosure in accordance with this Privacy Policy and end user license agreement (if any), shall be maintained in a safe and secure manner. Tarnea databases and information are stored on secure servers with appropriate firewalls.

Tarnea uses industry standard physical, technical and administrative security measures to safeguard all personal information, confidential and secure. We conduct periodic reviews and audits of our security measures pertaining to our information collection, storage, and, to guard against unauthorized access to systems.

When you enter User information (such as log in credentials) in respect of your User Account (“User Information”) or when you upload any information through the use of the Services. While all reasonable efforts will be made to ensure that your User Information and all other information submitted by you is safe and secure, Tarnea makes no representation, warranties or other assurances that the security measures are adequate, safe, fool proof or impenetrable.

Given the nature of internet transactions, Tarnea does not take any responsibility for the transmission of information including User Information shared by you. Any transmission of User Information on the internet is done at your risk and shall not be responsible for the circumvention of the privacy settings or security measures either by you or any third-party.

As a User of the Services, you have the responsibility to ensure data security. You should use the Services responsibly and not share your User Information including your username or password or account information with any person. Do remember that you are solely responsible for all acts done under the account registered to you.

6. YOUR RIGHTS

6.1 Data Retention and Data Deletion

Request for Deletion

Tarnea shall retain information that it collects for as long as is necessary for the performance of the contract between you and us and to comply with our legal obligations. If you no longer want to use our Services and want your User Account/personal information to be deleted, you may contact Tarnea on compliance@tarnea.com to

request that your User Account be deleted. Your User Account and all your personal information will be deleted within a period of thirty (30) working days from the date on which you request deletion thereof. If you wish to avail Tarnea's Services once your User Account is deleted pursuant to your request, you will have to sign-up as a new User.

6.2 Rectification of Inaccurate or Incomplete Information

You can change, alter, modify, or delete your account information (including User Information) at any time by emailing us at compliance@tarnea.com. However, please note that in the event you alter, or update or delete your account information, we cannot ensure the continuity or quality of the Services being provided to you.

Tarnea may permit or deny modification of any information, to the extent such information is required by it order to be compliant with and observe applicable laws. You have the right to ask us to correct inaccurate or incomplete personal information concerning you (which you cannot update yourself within your Tarnea account).

6.3 Data Portability

Data portability is the ability to obtain some of your information in a format you can move from one service provider to another. Depending on the context, you may also be entitled to request copies of personal information that you have provided to us in a structured, commonly used, and machine-readable format and/or request us to transmit this information to another service provider (where technically feasible).

6.4 Withdrawing Consent and Restriction of Collecting Data.

Where you have provided your consent to the collecting of your personal information by Tarnea, you may withdraw your consent at any time by sending a communication to Tarnea at compliance@tarnea.com specifying which consent you are withdrawing. Please note that the withdrawal of your consent does not affect the lawfulness of any processing activities based on such consent before its withdrawal. However, please note that in the event you withdraw your consent, we cannot ensure the continuity or quality of the Services being provided to you.

6.5 Complaints

If you wish to place a complaint with regard to privacy requirements or laws, access any of your information or would like to update or correct any errors in your User Information, please contact our Data Protection Officer/Grievance Redressal Officer, Ms. Hardika Trivedi at compliance@tarnea.com so that we can consider and respond to your request. Tarnea will endeavor to address all request within 30 (thirty) days or no later than 60 (sixty) days from the date such a request is made.

If you have any questions or complaints about this Privacy Policy or Tarnea handling practices, you may send an email to us at compliance@tarnea.com.

7. RESTRICTIONS

The Services are only intended for Users who are of 18 years of age or older. If you are not of the requisite age you are not to provide any User Information or other information. Tarnea shall have the right to revoke the provision of Services and delete accounts of Users below the age of 18 without notice.

8. LINKS TO OTHER WEB SITES

Our Services may contain links to and from the websites and mobile applications of third-parties and advertisers. If you follow a link to any of these websites, please note that they may have their own privacy policies and that Tarnea does not accept any responsibility or liability for these policies. Please check these policies before you submit any personal information to such websites.

9. AMENDMENTS

This Privacy Policy is subject to change from time to time. If we make changes to this Privacy Policy, we will post the revised Privacy Policy on the Tarnea platform and website, and update the “Last Updated” date at the top of this Privacy Policy. If you disagree with the revised Privacy Policy, you may cancel your User Account.

10. END USER LICENSE AGREEMENT

In the event you enter into an End User License Agreement with Tarnea in respect of the platform and Services, this Privacy Policy shall form a part and shall be read in conjunction with the End User License Agreement. You will in accordance with the terms of the End User License Agreement, be required to procure consent of your users and ensure compliance with applicable law including applicable data protection legislation while providing/ uploading any Information to Tarnea.