# **Privacy Policy**

Last updated 18:00:00 IST Thursday, 17 January 2018

This privacy policy governs the privacy of Users who choose to use of any application or URL as a part of MobileOffize Platform Services, including but not limited to mobile applications and <u>www.mobileoffize.com</u> served by **Xpedi Apps Pvt. Ltd.**("Xpedi"). All references to "Customer" in this privacy statement are you as an individual, or the Organization that you are representing as an authorized representative. All references to "Users" in this privacy statement are the those who you have extended the Platform Services to. All Users of the Platform Services should direct privacy-related inquiries to the Customer. The policy sets out the different areas this website and the Platform Services process, store and protect user data and information.

"Platform" refers to the MobileOffize platform and includes Platform Services being offered by Xpedi to customer. The platform may also include new services launched by Xpedi from time to time.

### Consent

When you provide us with personal information or complete a transaction, and purchase MobileOffize Platform Services, you consent to Xpedi collecting it and using it for the transaction and subsequent communication and marketing. Users also consent to Xpedi collecting User Information and using it for communication and marketing.

#### **User Information**

User Information is information including, but not limited to all text, sound, image or video files that Customer or Users provide, or are provided on Users' behalf, to Xpedi through the use of the Platform Services.

Xpedi only uses User Information to provide and improve the Platform Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Services and the improvement of features that involve the detection of, and protection against, emerging and evolving security threats to the User.

Xpedi retains complete anonymity in all analytics to third parties. None of the personally sensitive information is used, except in a limited set of circumstances that if it required to do so by law or in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

#### **Payment Information**

Payment Information is the information that you provide when making an online purchase through the Platform Services. This may include your name, billing address, your payment

instrument number (e.g., credit card), the security code associated with your payment instrument (e.g., the CSV) and other financial data.

Xpedi does not store Customer or User Payment Information. The Payment Gateway which provides the payment processing services to Xpedi, will be used to complete the payment transactions. For more insight, you may also want to read the Payment Gateway's Privacy Statement <u>here</u>.

#### **Data Location**

User Platform Services' data may be transferred to, stored and processed in India or any other country where Xpedi or its affiliates, subsidiaries or service providers maintain facilities.

# **External Links**

Although Xpedi only looks to include quality, safe and relevant external links, users are advised adopt a policy of caution before clicking any external web links mentioned throughout the website. We cannot guarantee or verify the contents of any externally linked website despite their best efforts. Users should therefore note they click on external links at their own risk and Xpedi cannot be held liable for any damages or implications caused by visiting any external links.

### **Social Media Platforms**

Communication, engagement and actions taken through external social media platforms that Xpedi participates on are custom to the Terms and Conditions as well as the privacy policies held with each social media platform respectively.

Users are advised to use social media platforms wisely and communicate / engage upon them with due care and caution in regard to their own privacy and personal details. We will never ask for personal or sensitive information through social media platforms and encourage users wishing to discuss sensitive details to contact them through primary communication channels such as by telephone or email.

Xpedi uses social sharing buttons which help share web content directly from application or web pages to the social media platform in question. Users are advised before using such social sharing buttons that they do so at their own discretion and note that the social media platform may track and save Users' request to share a web page respectively through Users' social media platform accounts.

Xpedi through social media platform accounts may share web links to relevant web pages. By default, some social media platforms shorten lengthy URLs. Users are advised to take caution and good judgment before clicking any shortened URLs published on social media platforms by www.mobileoffize.com. Despite the best efforts to ensure only genuine URLs are published many social media platforms are prone to spam and hacking and therefore Xpedi cannot be held liable for any damages or implications caused by visiting any shortened links.

## **Cookies & Similar Technologies**

The Platform Services use "cookies," small text files placed on a device's hard disk by a web server. Most web browsers automatically accept cookies; however, Users have the option of modifying their browser settings to block or limit the use of cookies. The Platform Services may use cookies and similar technologies, such as web beacons, for the following purposes:

- Storing users' preferences and settings
- Sign-in and authentication.
- Site analytics

The Platform Services will not be rendered if the user blocks cookies.

# **Sharing Your Information**

Xpedi will not disclose User Information ("User Information") outside of Xpedi Apps Pvt. Ltd. or its controlled subsidiaries and affiliates except as described in your agreement(s) or as described in this privacy statement.

- Xpedi will not disclose User Information to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as you direct or unless required by law. Should a third-party contact Xpedi with a request for User Information, we will attempt to redirect the third party to request the data directly from you. As part of that process, Xpedi may provide your contact information to the third party. If compelled to disclose User Information to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited.
- Xpedi will not substantively respond to data protection and privacy requests from Users without the Customer's prior written consent, unless required by applicable law.

# Security

If Xpedi become aware of any unlawful access to any User Information stored on Xpedi's equipment or in Xpedi's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of User Information (each a "Security Incident"), we will: (a) notify the Customer of the Security Incident; (b) investigate the Security Incident and provide the Customer with information about the Security Incident; and (c) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Customer and Users agree that:

 An unsuccessful Security Incident will not be subject to this Section. An unsuccessful Security Incident is one that results in no unauthorized access to User Information or to any of Xpedi's equipment or facilities storing User Information. This may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents.

- Our obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Xpedi of any fault or liability with respect to the Security Incident.
- Notification of a Security Incident, if any, will be delivered to one or more of the Users by any means we select, including via email. It is the Customer's sole responsibility to ensure the Users maintain accurate contact information on the Platform Services at all times.

## **Changes to the Policy**

Xpedi will occasionally update this privacy statement to reflect customer feedback and changes in Platform Services. When Xpedi posts changes to this statement, Xpedi will revise the "last updated" date at the top of this statement. Xpedi encourages Users to periodically review this privacy statement to learn how Xpedi is protecting information.

### **General Terms**

If you choose to use the Platform Services, any dispute over privacy is subject to this privacy policy and Terms of Use. The terms of this privacy policy do not govern personal information furnished through any means other than Xpedi or the Platform.

If you have any grievances about this privacy policy or Xpedi's treatment of your personal information, please write to us by email to <u>sales@mobileoffize.com</u>.

This privacy policy is governed by the laws of India. Our privacy compliances are according to Indian law. If you have any specific questions relating to our privacy practices, please write to us in advance before sharing any personal information.

All disputes between Xpedi and you in this regard are subject to exclusive jurisdiction of Bangalore courts.

# **Contact Us**

For queries, please contact us at **sales@mobileoffize.com**.