

Privacy Policy

M/s. Namaste Online Private Limited (“Namaste”, “Company”, “we”, “us”, or “our”) owns and controls the website, [www.namaste.in] (“Website”) and a [NamasteChat] mobile application (“App”/“Application”).

This Privacy Policy (“Policy”) applies to the end users of website, www.namaste.in (“Site”) and cross platform mobile application software, NamasteChat (the “App”, collectively as “Namaste”) only and does not apply to the practices of third parties, which are not owned, controlled or managed by Namaste. Namaste’s mission is to facilitate its users (“User” or “Users”) with communication channels and social networking in vernacular language of the Users’ choice under one platform (“Services”), developed and marketed by Namaste Online Private Limited (“Company”).

Users are advised to go through this Policy with utmost care, as it lays down the manner in which Namaste intends to collect, use, maintain and disclose information collected from Users. By accessing, browsing, downloading, installing, registering with or using Namaste, User is consenting to the collection, transfer, storage, disclosure and other uses of their information as set out in this Policy. If the User does not agree with the terms of the Policy, he/ she should not access or use Namaste strictly.

This Privacy Policy describes in brief the manner in which your data is collected and used by Application. You are advised to please read the Privacy Policy carefully. By downloading, accessing or securing access to the Website/Application, you agree to the collection and use of your data by the Company in the manner provided in this Privacy Policy.

This Policy covers both the “online” (through Website and App) and “offline” (e.g., through telephone or in person) collection of data by us. If you interact with our Services whether through Website or App or any other platform, this Privacy Policy applies to you. It is recommended that you read this Privacy Policy carefully so that you understand our policies and practices.

This Privacy Policy is subject to the Terms of Use and Legal Disclaimer incorporated therein by reference.

WE WANT YOU TO

Feel comfortable using our Website/App;

Feel absolutely secure submitting information to us;

Contact us with your questions or concerns about privacy; and

Know that by using our App, Website, you are consenting to the collection of certain data by the Company.

1. What kind of information Namaste Intends to Collect from the Users:

1.1. Personal Data refers to any data, whether true or not, about any person including without limitation a User who can be identified (a) from that data; or (b) from that data and other information, including without limitation, User’s name, gender, email address, date of birth, phone number etc., to which Namaste has or is likely to have access as provided by the user. Personal Data shall also include the information of such third parties that Namaste may have access to, during the course of providing the Services to the Users. Namaste may also collect recurring information of the User’s geographic locations on a continuous basis.

1.2. Account Information. You must provide your mobile phone number and basic information to create an account on the App. If you don't provide us with this information, you will not be able to create an account to use our Services. You can add other information to your account, such as a profile picture and "about" information.

1.3. Location Information. We use IP addresses and other information like phone number area codes to estimate your general location (e.g., city). We also use your location information for diagnostics and troubleshooting purposes.

1.4. Usage and Log Information. We collect information about your activity on our Services, like service-related, diagnostic, and performance information. This includes information about your activity (including how you use our Services, your Services settings, how you interact with others using our Services (including when you interact with a business), and the time, frequency, and duration of your activities and interactions), log files, and diagnostic, crash, website, and performance logs and reports. This also includes information about when you registered to use our Services; the features you use like our messaging, calling, Status, groups (including group name, group picture, group description); profile photo, "about" information; whether you are online, when you last used our Services (your "last seen"); and when you last updated your "about" information.

1.5. Namaste may collect the User's non-personal information whenever he/she accesses or interacts with it. Non-Personal Information may include the mobile or computer's name, version, the type of device used, user's operating system and version, the unique device ID of the mobile device, third party apps or website or service that referred to in this App, language preference, location information, IP address, technical information and other similar information about the user.

1.6. Namaste may automatically collect and record certain technical information such as Log Data, Analytical Code, Time Stamp, Geo Stamp among others that User does not visibly enter and that is automatically collected during the User's use of the Services, such as the IP address, version and identification number of the App and device, browser type, browser language, the date and time of the User's request, User's profile, websites visited by the User, search terms used, User's mobile carrier data, platform type, number of clicks, phone number, requested status of other Users and various status information with regard to the Services provided through Namaste ("Usage Information"). Such Usage Information collected is not associated with any Personal Data and is only tagged to the unique identifier for a particular device.

1.7. In addition, Namaste may use data collection devices such as "cookies" on the Users' mobile device or other device drive that assist Namaste in providing Services. A cookie is a small data file that Namaste transfers to the hard disk of the Users' devices. Namaste does not use cookies to collect Personal and Financial Data but only other information with respect to Users' visits to and activities with the Site and App. Namaste may use both session cookies and persistent cookies.

1.8. Contact Information. If you accept, we will have access to the phone numbers in your address book on a regular basis, including those of users of our Services and your other contacts. If any of your contacts aren't yet using our Services, we'll manage this information for you in a way that ensures those contacts cannot be identified by us.

1.9. Further, to ensure a better user experience, the App may also at times, access names stored in the User's address book to ensure any incoming messages and push notifications via the SMS feature having a name associated with them. Namaste collects such Personal Data and other information as mentioned above from the User because the User is voluntarily submitting information

in order to enjoy the Services. We only access and do not store the phone numbers in your address book in our servers.

1.10. Namaste Chat App user are required to provide the app usage permissions for Camera, Contacts, Location, microphone (only to access), phone, storage and other services to sync settings and statistics foreground services, network or Wi-Fi connections & install shortcuts.

2. How the Information collected from the Users are utilized by Namaste:

2.1. Namaste may use the information collected as above to control the User's access to it as well as use of it, to communicate with the User, customize his/her experience of using Namaste and/or the content of any email newsletter or other material that Namaste may send to the User from time to time and provide information that may be useful or interesting based on the content and specific information relating to the User.

2.2. The User's email address will be used to send User information, administrative information, changes in account settings and any changes to Namaste or for the purposes of updating the User on new policies of Namaste. Apart from this if such User chooses to opt-in to Namaste's mailing list, he/she will receive periodic emails that may relate to company news, related product or service information, etc. Email address may also be used for responding to any of the inquiries, questions, and/or any other requests raised by the User. It is completely at the User's discretion to unsubscribe from receiving future emails by customizing his/ her account settings.

2.3. To analyze the use of Namaste, and the people visiting and using Namaste and for the purpose of improving the features of Namaste, any information provided by the User will help Namaste in responding to the User's customer service requests and support needs more efficiently.

3. How the User's Information is protected by Namaste:

3.1. Namaste will adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of the User's Personal Data and other non-personal and usage data stored on Namaste. Any kind of data exchange between the Application and its Users will happen over a SSL (Secure Socket Layer) secured communication channel. However, Namaste cannot guarantee the security of any information obtained through unauthorized entry or use, hardware or software failure, and other factors that may compromise the security of User information at any time. It is important for the User to prevent unauthorized access to his/her account and Personal Data by limiting access to his/her device.

3.2. Namaste has implemented commercially reasonable physical, managerial, operational and technical security measures to protect the loss, misuse, alteration and security of the Personal Data received from the User in Namaste's care. Namaste's security practices and procedures limit access to Personal Data on need to know basis only. Such measures may include, where appropriate, the use of firewalls, secure server facilities, implementing proper access rights management systems and processes, careful selection of processors, standard authentication and encryption policies for its servers and other technically and commercially reasonable measures.

3.3. Any data destroyed shall be disposed of in a manner that protects the privacy of the Personal Data received by Namaste from the User in an appropriate manner as per the industry standard practices and norms. Further, the User hereby acknowledges and understands that all Personal Data provided in using Namaste is with his/ her knowledgeable consent and at the User's own risk.

4. When and Where the Users' Information are intended to be disclosed by Namaste:

4.1. Personal Data of a User will be visible to other Users of Namaste to whom such User has given access to. For instance, a group admin's phone number will be visible to all the members of that particular group created for chat purposes. However, phone numbers of the members of a particular group are not visible to each other. Namaste provides the Users with an option to chat with other Users or members of a group without revealing their phone numbers except for the group admin. In such case, only the user id and name of the User are visible to other Users. Namaste may share the Personal Data received from the User with Namaste's other corporate entities and affiliates in connection with matters relating to the consumption of Services by the User to help detect and prevent identity theft, fraud and other potentially illegal acts; correlated or multiple accounts to prevent abuse of Services; and to facilitate joint or co-branded services that the User request where such services are provided by more than one corporate entity other than the Company. Such other corporate entities, affiliates, agents, suppliers and service providers may use the Personal Data or other information submitted/provided by the Users only for the limited purposes as mentioned in this Policy and to protect the privacy of such Personal Data and other information in a manner that is consistent with this Policy.

4.2. The Company may disclose Personal Data, if required to do so by law or regulation; to its legal counsel, law enforcement officers, governmental authorities who have asserted their lawful authority to obtain the information or where the Company has in good faith reasonable grounds to believe that such disclosure is reasonably necessary to enforce its Terms of Use or this Privacy Policy and the information could be useful in the investigation of unlawful activity, or to comply with a subpoena or warrant or an order made by a court, person or body with jurisdiction to compel the production of information, or to comply with court rules regarding the production of records and information.

4.3. The Company shall not rent, sell, or otherwise provide Personal Data received from the User to third parties without consent of the User, except as described in this Policy or as required by law. However, the Company and its affiliates reserve the right to share, sell and transfer some or all of the Personal Data to other business entities should it, or its assets, plan to merge with, or be acquired by that business entity.

5. International Transfer of Data: In the process of providing Services to its Users, Namaste may transfer the Personal Data and other information that it collects to affiliated entities or other third parties across borders, and from the User's country or jurisdiction to other countries or jurisdictions around the world. The Users understand, acknowledge and consent to transferring information and permitting the transfer of information, including Personal Data, to a country and jurisdiction that does not have the same data protection laws as the User's jurisdiction. The User hereby consents to the transfer of his/ her information across countries or jurisdictions around the world.

6. Modifications in this Policy: Namaste may update and revise this Privacy Policy from time to time. The User is encouraged to periodically check the Site to stay informed about changes to this Policy. The User hereby acknowledges and agrees that it is his/her responsibility to review this Privacy Policy periodically and become aware of the modifications. If he/she disagrees to any of the changes to the Privacy Policy, he/she shall refrain from using or accessing Namaste. The User's continued use of Namaste following the posting of the revised Policy shall indicate his/her acceptance and acknowledgement of the changes and he/ she will be bound by it.

7. Policy governing usage of third party application/ website:

7.1. Namaste may contain links to other third-party websites/ applications that may collect the Personal Data. The User agrees to comply with all third party privacy policies, if any, applicable to the use of such applications or its services. Namaste is not responsible for the User's use of any third party product and/or service including the terms and conditions, privacy practices or the content of those linked websites or such third party product and/or service or violation and infringement of any third party rights, policies, terms and conditions in connection with access, download or installation of such mobile applications.

7.2. The User can choose to access certain third party social networking sites such as Facebook, Twitter, Whats App etc. ("Third Party Sites") through Namaste and share his/ her content on such Social Networks. In such case, User acknowledges that he/ she is sharing content with those Third Party Sites, and the information/ content he/ she shares will be governed by the privacy policies and terms of service of such Third Party Sites.

8. Advertisements: Namaste may use third-party advertising companies to serve advertisements when the User contacts it. In such case, User's consent will be taken to display advertisements. These companies may Usage Information of the User with respect to the served advertisements and other websites in order to provide advertisements about other goods and services of interest to the User. However, Namaste serves advertisements about its products or renders other marketing activities solely to those Users interested in its Services through reference from other Users.

9. Governing Law: The usage of the Services is exclusively governed by the laws of India and the jurisdiction of the courts in the city of Hyderabad. The Company expressly disclaims any implied warranties or liabilities imputed by the laws of any other jurisdiction.

YOUR CONSENT: By agreeing to the terms of this Privacy Policy, you agree to our processing of your Personal Information for the purposes given herein.

10. COOKIES: We use cookies and other tracking technologies. Cookies are used to store user preferences so as to help us understand the nature of usage of Services and generally improve our Services to you. Some cookies and other technologies may serve to recall SPDI previously indicated by a user. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them. You may set most browsers to notify you if you receive a cookie, or you may choose to block cookies with your browser, but please note that if you choose to erase or block your cookies, you will need to re-enter your original user ID and password to gain access to certain parts of the Website. Our use of cookies and other tracking technologies allows us to improve our Website/ App and your experience with the Website/App. POLICY UPDATES We reserve the right to change or update this policy at any time and we may place a prominent notice on our App/Website. Such changes shall be effective immediately upon posting to this App/Website.

11. USER DECLARATIONS:

- I understand and have the knowledge that Personal Information is being collected.
- I understand and have the knowledge of the purpose for which my Personal Information is being collected.
- I understand and have the knowledge of the indented recipients of the information.

- I understand that I have the option not to provide the data or information sought to be collected by Company, Application and the Website.

- I understand that I also have an option (while availing the services of Application, Website or otherwise) to withdraw my consent given earlier to Company and understand and accept that such withdrawal of the consent shall be sent in writing and in such case Company shall have the option not to provide the services for which the said information was sought

- I read and have understood this Privacy Policy and all other policies governing the usage of the Application and Website.

12. **DISCLAIMER:** The Company shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any information concerning the account and / omission or inaccuracy with respect to any information so disclosed and used whether or not in pursuance of a legal process or otherwise.

13. **Contacting Namaste:** In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Mr. Rohit Vaddi

Email: contact@namaste.in

Time: Mon – Fri (10:00AM to 5:00PM)

If you have any grievance, then you may intimate the same to above e-mail address in the manner explained below:-

a. Sending a request in writing or through email signed with electronic signature identifying the grievance;

b. Your contact information like address, telephone number, email address, etc. where you can be contacted.