

Privacy Policy

1. Scope and Application

- 1.1 Neewee Analytics Private Limited ("**Neewee**"/ the "**Company**") has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses the information-gathering and dissemination practices for our Services, and AI Apps and Website located at www.neewee.ai (the AI Apps and the Website are together referred to as the "**Platform**"). By using the Services and Platform, you agree to the terms of this Privacy Policy.
- 1.2 This privacy policy is also an electronic record in the form of an electronic contract drafted under the (Indian) Information Technology Act, 2000, the Information Technology (Reasonable security practices and procedures and sensitive personal data of information) Rules, 2011, as amended from time to time ("**Privacy Policy**"). At the same, we understand and recognise our legal obligations under the General Data Protection Regulation (EU) 2016/679 (the "**GDPR**"), and we are legally obligated to protect sensitive personal data and information as per the GDPR requirements as well.
- 1.3 This Privacy Policy is a legally binding document between you and us which governs the usage, collection, protection and sharing of any Information that you provide us, when you access, use, purchase any Services and/ or use our Platform.

2. Commitment

- 2.1 We are committed to ensure that your privacy is protected to all possible, reasonable and commercial extent, as your privacy and data protection is of the utmost importance to us.
- 2.2 We gather certain types of Information about you in order to provide, maintain and improve the Platform, and the Services rendered to you; and hence, we strongly urge you to fully understand the terms and conditions of the Privacy Policy surrounding the capture and use of such Information.

3. Collection of Information

- 3.1 For the purposes of rendering the Services and/ or use of the Platform, we may collect your Information from various channels, including, but not limited to, voluntary submission of information from your end in furtherance of the access or usage of the Services and/ or the Platform, through requests initiated by you towards the Services and through communications.
- 3.2 We use your internet protocol ("IP") address to help diagnose any problems (including with our servers), as well as to administer our Services and the Platform. Your IP address is used to help identify you and to gather broad information. We may use your IP address to help protect ourselves, and our partners and customers from any adverse acts. For system administration purposes, we may also log IP server addresses and catalogue traffic patterns through our Platform. However, we do not link this information to any users' personal information.

4. Types of Information collected by us ("Information")

4.1 Personally Identifiable Information (PII)

- (a) We may collect and retain certain PII including without limitation your name, telephone number, email address, mailing address, including but not limited to permanent and current residential addresses, email address, history of your transactions with us (booking and payment history), etc. These PII are essential for our communications with you.
- (b) We also collect any information exchanged by you with us in the form of written communication, responses to emails, feedback provided, participation in discussions, etc. is handled with confidentiality and will be available for our use in connection with the Services and the Platform.
- (c) You have the right to request to discontinue our use of your PII. To withdraw your consent to our collection and processing of your information in future, You may do so by specifically informing us that you are withdrawing your consent towards our use of your PII. However, please note that you will need to provide us with alternate means of communicating with you if the Services are on-going in nature.

4.2 Non-Personal Information (NPI)

- (a) We also collect information in a form that does not permit direct association with any specific individual including without limitation business information and data, browser and server details, usage details and identifying technologies (“NPI”). NPI includes without limitation referring/ exit pages, anonymous usage data, data in aggregated or other de-identified form, URLs, platform types, number of clicks, etc.
- (b) If we do combine NPI with PII, then the combined information will be treated as PII for as long as it remains combined.
- (c) We may use certain technologies to collect NPI including, without limitation, cookies. A cookie is a piece of data that any website can send to your browser, which may then be stored on your computer as an anonymous tag that identifies your computer but not you. To enhance our Services, some of our webpages and applications use cookies, sent by us or our third party vendors, or other technologies. You may control the effect of cookies through your browser settings, however some features of our Services may not work properly if your use of cookies is disabled.
- (d) We may also collect other non-specific information to provide you better access to the Services each time such as preferences and interests and other non-personal details and names shared via the Platform, any application form or email or any other medium. We may also store and publish such information to assist us in making the Platform better and easier to use.

5. Information Usage and Sharing

- 5.1 Our primary goal in collecting the Information is for us to render the Services to you, make the Platform more accessible and useful, and to ensure quality and efficiency in the Services provided to you. Additionally, we will also be using the Information for our internal operational purposes, such as providing, maintaining, evaluating, and improving the Platform and the Services, and also for providing customer support. We would also be sharing the information with others in the manner provided in this Privacy Policy.
- 5.2 Please note that we do not, and will not, trade or sell your PII in any manner.

- 5.3 We may share your PII with third parties only in the following limited circumstances:
- (a) To provide other businesses or persons for the purpose of processing PII on our behalf in connection with the Services or providing you with additional services related to our business and Services;
 - (b) We have a good faith belief that access, use, preservation or disclosure of such PII is reasonably necessary to: (i) satisfy any applicable law, regulation, legal process or enforceable governmental request including to law enforcement and in response to a court order, (ii) detect, prevent, or otherwise address fraud, technical or security issues, (iii) enforce applicable policies of the Platform, which may be further extended to investigation of potential violations thereof, or (iv) protect against harm to our rights, safety or property, our users or the public as required or permitted by law;
 - (c) To protect ourselves against third-party claims;
 - (d) We may disclose/ share information to those third-parties who support our business, such as providing technical infrastructure services, analysing how our services are used, providing customer support and business support services, facilitating payments, or conducting research and surveys, and such information will be used for the limited purposes of such services received by us.
- 5.4 We may share NPI with interested third parties to help them understand the usage patterns and analyses for certain Services, improving the Platform and in connection with our business offerings. Any NPI and data and analyses arising therefrom may be shared by us to its existing and potential partners, investors, and others.

6. Links to/ from Third-Party Websites

- 6.1 The Platform may contain links to third-party websites, products, and services. Information collected by third parties, which may include without limitation information such as location data or contact details, is governed by the privacy practices undertaken by such third parties. We encourage you to learn about the privacy practices of those third parties. We expressly assert that we cannot be responsible for these practices.
- 6.2 We may have presence on social networking websites including but not limited to LinkedIn, Facebook, Twitter, Instagram, YouTube and blogs which are promotional and business initiatives to attract, engage and

connect to a larger group of people. The domain links contained therein may either direct you to our Platform or request your participation by way of feedback, suggestions, etc. We, in this regard, fully disclaim any liability(ies) or claim(s), which may arise by use/misuse of your feedback, suggestions, views, etc. on any of the aforementioned networking websites or blogs, by any third party whether or not known to us.

7. Information Security & Retention

7.1 We take precautions including without limitation administrative, technical and physical measures to safeguard your personal information against loss, misuse or theft, as well as against destruction, alteration, disclosure and unauthorized access. Specifically, while we will ensure our best efforts to protect your Information in line with commercially reasonable efforts and general industry standards; however, we do not represent, warrant, or guarantee that your Information will be protected against unauthorized access, loss, misuse, or alterations beyond our reasonable control.

7.2 We may share your Information with third parties for the purposes mentioned in Section 5 under confidentiality arrangements in connection with our Services, which *inter alia* provides for that such third parties to not further disclose the Information.

7.3 Notwithstanding anything contained in this Policy or elsewhere, we shall not be held responsible for any loss, damage or misuse of your PII, if such loss, damage or misuse is attributable to a Force Majeure Event (as defined below):

A "Force Majeure Event" shall mean any event that is beyond Our reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, pandemic, epidemic, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer, computer system or computer network, computer crashes, breach of security and encryption (provided beyond our reasonable commercial control), power or electricity failure or unavailability of adequate power or electricity.

7.4 You understand and agree that we may continue to store your Information after you cease use of the Services or disable your use of, access to, or otherwise of the Services or the Platform. Please note that we shall not

use, share or/ and disclose your PII with its affiliates, vendors, third parties etc., after you cease use of the Services or disable your use of, access to, or otherwise of the Services or the Platform, unless required by law to do so. NPI will be retained indefinitely, and we may however continue to use, share and/ or disclose your NPI in furtherance of our policies.

8. Additional rights for users located in the EU and UK

- 8.1 Please note that you will be entitled to all your rights under General Data Protection Regulation (EU) 2016/679 (the “GDPR”). If you want to exercise your rights regarding the PII, please contact us at the contact details provided below.
- 8.2 In particular, you will have the right to be informed, the right of access, the right of rectification, the right of erasure and the right to object, and all other rights and remedies available under the GDPR.

9. Grievances

- 9.1 In case of breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed, we have the mechanisms and policies in place in order to identify it and assess it promptly. Depending on the outcome of our assessment, we will make the requisite notifications to the supervisory authorities and communications to the affected data subjects, which might include you.
- 9.2 In accordance with the legal requirements, the name and contact details of the Grievance Officer who can be contacted with respect to any complaints or concerns including those pertaining to breach of this Privacy Policy and other Policies are published as under:

Data Privacy Officer/ Grievance Officer: Nataraj Soorkod

Email address: dataprotectionofficer@neewee.ai

Phone number: +91 80 4202 4519

Address: 2nd Floor, Unispace,

Plot no 128, EPIP Zone 2,

Whitefield, Bangalore 560066

9.3 The Grievance Officer can be contacted between 10am to 5pm (Indian Standard Time) from Monday to Friday, except on public holidays.

10. Questions and Contact Information

If you would like to access, correct, amend or delete any of your Information shared with us, please register a complaint, or if you want more Information about this Privacy Policy, please contact us at dataprotectionofficer@neewee.ai. We shall respond to and address all reasonable concerns or inquiries in a reasonable amount of time.

11. Updates to the Privacy Policy

11.1 We reserve the right to modify, amend, suspend, terminate or replace this Privacy Policy from time to time within our sole discretion. We will post any changes made to the Privacy Policy on the Platform without prior notice to you. Such changes will take effect immediately upon their posting on the Platform. If we make material changes to this Privacy Policy, we may notify you that it has been updated to enable you to review the materially-changed Privacy Policy.

11.2 We encourage you to review the Privacy Policy frequently. By your continued use of the Platform and availing of our Services, you consent to the terms of the revised/ updated Privacy Policy.