

PRIVACY POLICY

WITH EFFECT FROM **DECEMBER 20, 2018**

Welcome to Zambala Stocks!

The mobile application ‘Zambala Stocks’ (“**Zambala Stocks**” or the “**Application**”) is owned and operated by Zenwise Technologies Private Limited, a company incorporated in India under the Companies Act, 2013, having its registered office at E-704, Daffodils, Magarpatta City, Hadapsar, Pune - 411028 (the “**Company**” which expression would mean and include its officers, successors and assigns).

This Privacy Policy (“**Privacy Policy**”) sets out the privacy practices of the Company with respect to the entire content of the Application.

This document is published in accordance with the provisions of the Information Technology Act, 2000 and the rules made thereunder that require publishing the rules and regulations, privacy policy and terms of use on an online portal of the Company. We request you to go through this Privacy Policy and the End User License Agreement carefully before you decide to access this Application.

For the purposes of this Privacy Policy, the words “**us**”, “**we**”, and “**our**” refer to Company and all references to “**you**”, “**your**” or “**user**”, as applicable mean the person who accesses, uses and/or participates in the Application in any manner or capacity.

The Company is strongly committed to protecting the privacy of its users and has taken all necessary and reasonable measures to protect the confidentiality of the user information and its transmission through the internet. The Company will not be held liable for disclosure of any information if such disclosure is in accordance with this Privacy Policy, the End User License Agreement and/or applicable law. If you object to your information being transferred or used in accordance with this Privacy Policy, please do not use the Application.

All capitalized terms used but not defined herein shall have the meaning ascribed to in the End User License Agreement.

1. **COLLECTION OF INFORMATION**

1.1 The Company is the sole owner of the information collected through the Application. The Company may collect and process personal information from you, including but not limited to the following:

- (a) Information provided by you at registration such as your email id, phone number, unique identifiers and preferences information including favorites and

history. Providing additional information beyond what is required at the time of registration can be altered by you at any time;

- (b) Information that you provide directly to the Company *via* email and / or electronic communication;
- (c) Information that you provide to the Company over telephone. The Company may make and keep a record of such information shared by you; and
- (d) Information that you provide to the Company in physical form whether sent through post and / or courier and / or handed over to the Company's representatives in person.

1.2 Every computer / mobile device connected to the internet is given a domain name and a set of numbers that serve as that computer's Internet Protocol or "IP" address. When you request a page from any page within the Application, our web servers automatically recognize your domain name and IP address. The domain name and IP address reveal nothing personal about you other than the IP address from which you have accessed the Application.

2. USE OF THE INFORMATION COLLECTED

2.1 USE OF THE INFORMATION FOR SERVICES

The primary goal of the Company in collecting the information is to provide you a mobile platform for the purpose of providing the Services as defined in the End User License Agreement. The Company may use the personal information provided by you in the following ways:

- (a) To help provide you the Services.
- (b) To observe, improve and administer the quality of Service;
- (c) To analyze how the Application is used, diagnose technical problems;
- (d) Remember the basic information provided by you for effective access;
- (e) To confirm your identity in order to determine your eligibility to use the Application and avail the Services;
- (f) To notify you about any changes to the Application;
- (g) To enable the Company to comply with its legal and regulatory obligations;
- (h) For the purpose of sending administrative notices, Service related alerts and other similar communication with a view to optimizing the efficiency of the Application;
- (i) Doing market research, troubleshooting, protection against error, project planning, fraud and other criminal activity; and
- (j) To enforce the Company's End User License Agreement.

2.2 **SALE OF ASSETS, MERGER, ACQUISITION, BANKRUPTCY**

Information collected from you may be transferred to a third party as a result of a sale or acquisition, merger or bankruptcy involving the Company.

2.3 **COOKIES**

Cookies are small portions of information saved by your browser onto your computer / mobile. Cookies are used to record various aspects of your visit and assist Company to provide you with uninterrupted service. The Company does not use cookies to save personal information for unauthorized uses.

3. **SHARING OF INFORMATION**

3.1 **SHARING**

Other than as mentioned elsewhere in this Privacy Policy, the Company may share aggregated demographic information with Company's partners or affiliates. This is not linked to any personal information that can identify an individual person. The Company will not be liable for transfer of any personal identification information resulting from loss or distribution of data, the delineation or corruption of media storage, power failures, natural phenomena, riots, act(s) of vandalism, sabotage, terrorism or any other event beyond Company's control. Further, the Company's Privacy Policy does not cover the use of Cookies by its partners and affiliates since the Company does not have access or control over such Cookies.

3.2 **CONSULTING**

The Company may partner with another party to provide specific Services if required. When you sign-up for the Services, the Company will share names, or other personal information that is necessary for the third party to provide these Services. The Company's contractual arrangements with such third parties restrict these parties from using personally identifiable information except for the explicit purpose of assisting in the provision of these Services.

4. **NON-DISCLOSURE OF INFORMATION**

The Company pledges that it will not sell or rent your personal details to anyone and your personal information will be protected and maintained strictly confidential by the Company except in the following cases:

- (a) The Company may disclose your personal information in the event it is required to do so by law, rule, regulation, law, enforcement, governmental official, legal or regulatory authorities and, or, to such other statutory bodies

who have appropriate authorisation to access the same for any specific legal purposes;

- (b) The Company may disclose your information in order to provide you the Services, enforce or apply the End User License Agreement, or to protect the rights, property or safety of the Company, its users or others. This includes exchanging information with other companies / agencies that work for fraud prevention;
- (c) The Company may disclose your information to such third parties to whom it transfers its rights and duties under any agreement entered into with such third parties; and
- (d) The Company may disclose your information to any of its affiliates or related entity.

5. SECURITY OF INFORMATION

- 5.1 The Company takes the security of your information very seriously. The Company protects your information from loss, misuse and unauthorized access, disclosure, alteration and destruction by using authenticated encryption including a hash encryption of the password, salt hashing and JSON Web Token method of security to secure all data that is collected from you. The Company has put in place appropriate methods and managerial procedures to safeguard and secure such information. It only processes personal information in a way that is compatible with and relevant for the purpose for which it was collected or authorized by the individual. The Application allows users access to their personal information and allows them to correct, amend or delete inaccurate information.
- 5.2 The Company uses commercially reasonable precautions to preserve the integrity and security of your information against loss, theft, unauthorised access, disclosure, reproduction, use or amendment.
- 5.3 The information that is collected from you may be transferred to, stored and processed at any destination within and / or outside India. By submitting information on the Application, you agree to this transfer, storing and / or processing. The Company will take such steps as it considers reasonably necessary to ensure that your information is treated securely and in accordance with this Privacy Policy.
- 5.4 In using the Application, you accept the inherent security implications of data transmission over the internet. Therefore, the use of the Application will be at your own risk and the Company assumes no liability for any disclosure of information due to errors in transmission, unauthorised third party access or other acts of third parties,

or acts or omissions beyond its reasonable control and you agree not to hold the Company responsible for any breach of security.

- 5.5 In the event the Company becomes aware of any breach of the security of your information, it will promptly notify you and take appropriate action to the best of its ability to remedy such a breach.

6. EXCLUSION

- 6.1 This Privacy Policy does not apply to any information other than information collected by the Company through the Application including such information collected in accordance with the clause on “Collection of Information” above. This Privacy Policy will not apply to any unsolicited information provided by you through this Application or through any other means. This includes, but is not limited to, information posted on any public areas of the Application. All such unsolicited information shall be deemed to be non-confidential and the Company will be free to use, disclose such unsolicited information without limitation.

- 6.2 The Company also protects your personal information off-line other than as specifically mentioned in this Privacy Policy. Access to your personal information is limited to employees, agents or partners and third parties, who the Company reasonably believes will need that information to enable the Company to provide Services to you. However, the Company is not responsible for the confidentiality, security or distribution of your own personal information by our partners and third parties outside the scope of our agreement with such partners and third parties.

7. DATA RETENTION

Your information will be retained with the Company as long as your account is active or as needed to provide Services to you. The Company will retain and use your information as necessary to comply with its legal obligations, resolve disputes, and enforce its agreements or for other business purposes. Subject to Clause 4 above. Zambala Stocks will continue to retain information provided by you until you specifically request Zambala Stocks to destroy such information. Upon verification of such request, Zambala Stocks may, subject to its obligations pursuant to law, destroy all information provided by you from its servers.

8. OPT OUT PROCEDURES

Upon initial communication from the Company, you may opt-out of receiving further communications from the Company. To be completely removed from the Company’s mailing list, you may contact us at support@zenwise.net. If you are using an e-mail

forwarding service or other similar service please make sure to include the correct e-mail address or addresses.

9. OTHER LINKS AND WIDGETS

9.1 The Application may contain links to other sites. The linked sites are not necessarily under the control of the Company. Please be aware that the Company is not responsible for the privacy practices of such other sites. The Company encourages you to read the privacy policies of each and every website that collects personally identifiable information. If you decide to access any of the third-party sites linked to the Application, you do this entirely at your own risk. Any links to any partner of the Company should be the responsibility of the linking party, and Company will not be responsible for notification of any change in name or location of any information on the Application.

9.2 The Application includes social media features, such as widgets or interactive mini-programs that run on the Application. These features may collect your IP address, the page which you are visiting on the Application, and may set a Cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on the Application. Your interactions with these features are governed by the privacy policy of the entity providing it and not the Company.

10. NOTIFICATION OF CHANGES

10.1 We may update this Privacy Policy at any time, with or without advance notice. In the event there are significant changes in the way we treat your personally identifiable information, or in the Privacy Policy document itself, we will display a notice on the Application or send you an email informing you of such changes, so that you may review the changed terms prior to continuing to use the Application.

10.2 Using the Company's Services or accessing the Application after a notice of changes has been sent to you or published on the Application will constitute your consent to the changed terms.

11. ADDRESS FOR PRIVACY QUESTIONS

Should you have questions about this policy or Company's information collection, use and disclosure practices, you may contact us at: support@zenwise.net. We will use reasonable efforts to respond promptly to requests, questions or concerns you may have regarding our use of personal information about you. Except where required by law, the Company cannot ensure a response to questions or comments regarding topics unrelated to this policy or Company's privacy practices.

YOU HAVE READ THIS PRIVACY POLICY AND AGREE TO ALL OF THE PROVISIONS CONTAINED
ABOVE