

OUTRIS IMAGING

PRIVACY POLICY

1. INTRODUCTION

1.1. IF YOU LIVE IN ANY OF THE FOLLOWING COUNTRIES OR REGIONS, ADDITIONAL TERMS MAY APPLY TO YOU AND ARE VIEWABLE AT THE BOTTOM OF THIS PRIVACY POLICY. THESE ADDITIONAL TERMS OVERRIDE THE TERMS BELOW IN THE PRIVACY POLICY TO THE EXTENT OF ANY INCONSISTENCY.

INDIA

1.2. Outris Imaging Pvt. Ltd. (“Outris”) has developed this Privacy Policy Statement to explain how Outris, as a Data Controller or a Data Processor, may collect, store, share and transfer individual Personal Data or Personal Identifiable Information (PII).

1.3. Outris considers consumers’ privacy to be of paramount importance and continuously reviews our privacy-related policies and practices to ensure responsible policies consistent with consumer-friendly and protective best practices. This Privacy Policy was prepared to describe how Outris collects data and uses it to provide identity theft and fraud prevention services.

1.4. The domain www.outris.com including without limitation, all of its associated websites, domains, applications and the content therein, as well as all upgrades, updates, enhancement and modifications, henceforth mentioned as the (“Platform”), controlled, owned and managed by OUTRIS IMAGING PVT LTD , a company incorporated in INDIA with its registered office 221, JMD Megapolis, Sector 48, Gurgaon, India, 122018 or by any of its group companies, subsidiaries or affiliates (hereinafter collectively referred to as “Outris” or “We”).

1.5. This privacy policy (“Privacy Policy”) explains how Outris will collect, use, share and process information in relation to the services provided on the Platform.

1.6. Outris is a mobile technology and services provider, helping leading financial institutions, broadcasters, merchants, online technology players to enhance their security, and implement innovative fraud control measures. The service and applications operate by using information, including mobile device characteristics, device location, IP location, carrier characteristics, publicly available mobile records, and social network information.

2. SCOPE

2.1. This Privacy Policy is an electronic record in the form of an electronic contract and does not require any physical, electronic, or digital signature.

2.2. By accessing or using the Platform or giving us your information or otherwise clicking to accept this Privacy Policy, if, and when prompted on the Platform, you undertake that you have the capacity to enter a legally binding contract vide. This Privacy Policy, constitutes a legally binding document between you and Outris under the laws applicable in your jurisdiction. Outris will collect and process your personal and third-party data carefully, only for the purposes described in this Privacy Policy and only to the extent necessary as defined herein and within the scope of

the applicable legal regulations. This Privacy Policy seeks to ensure that any personal information or third-party information handled by Outris is managed in a way that is ethical, compliant and adheres to best industry practices.

- 2.3. Please read the terms and conditions of this Privacy Policy carefully, before accessing or using the Platform or otherwise clicking to accept this Privacy Policy, if, and when prompted on the Platform. By accessing or using the Platform or otherwise clicking to accept this Privacy Policy, if, and when prompted on the Platform, you agree to the terms of this Privacy Policy.
- 2.4. This Privacy Policy describes the types of information Outris collects, why and how Outris uses the information, with whom Outris shares it, and the choices you can make about Outris's use of the information. This Privacy Policy also describes the measures Outris takes to protect the security of the information and how you can contact Outris about its privacy practices.
- 2.5. Further, this Privacy Policy describes Outris's current data protection policies and practices and may be amended/updated from time to time. Outris will notify the users of any changes made to the Privacy Policy in compliance with applicable laws. The Privacy Policy shall come to effect from the date of such update, change or modification. Your continued use of the Platform or provision of data or information thereafter will imply your unconditional acceptance of such updates to this Privacy Policy.

3. CONSENT

- 3.1. By mere access and/or use of the Platform, you expressly consent to Outris's use and disclosure of your Information (as defined below) and third-party information in accordance with this Privacy Policy. If you do not agree with the terms of this Privacy Policy, please do not use the Platform.

4. INFORMATION WE COLLECT

- 4.1. Personal Information is defined as any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, and is capable of identifying such person.
- 4.2. Personal Information: Personal Information means any information that may be used to identify an individual, including, but not limited to, the first and last names, telephone number, e-mail address, or any other contact information (hereinafter referred to as "Personal Information").
- 4.3. Non-Personal Information: Non-personal information means information that does not specifically identify an individual, but includes information from you, such as your browser type, your Internet Service Provider (ISP), operating system and your Internet Protocol (IP) address. Outris may gather any non-personal information regarding how many people visit the Platform, their IP address, browser types and versions, time zone settings and locations, operating systems, applications installed on your device, device ID, device manufacturer and type, device, connection information, screen resolution, usage statistics, default communication applications and other technology on the devices you use to access the Platform (hereinafter referred to as "Non-Personal Information"). Outris may also collect Non-Personal Information that you voluntarily

provide, such as information included in response to a questionnaire, or a survey conducted by Outris.

- 4.4. Usage Information: Usage Information includes without limitation all data and information collected automatically through the Platform (or through the third party analytics service providers), by use and access of the Platform in the nature of system administrative data, statistical and demographical data, and operational information and data generated by or characterizing use of the Platform including without limitation Non-Personal Information, cookies, Platform traffic, time spent on the Platform, number of visits to the Platform and other similar information and behaviour indicating the mode and manner of use of the Platform (hereinafter referred to as the "Usage Information").
- 4.5. Personal Information, Non-Personal Information and Usage Information hereinafter shall be referred to as "Information".

5. Collection and Use of Information

- 5.1. As a Data Controller, in Conducting Business through Outris.com Websites or Business Communications with corporate clients, partners, and prospects, Outris may collect and process Personal Information such as name, business email, business phone number, business names, and business titles. Outris does not share or resell any of this information with third parties. As a Data Processor, Outris offers products or services to its enterprise customers. The enterprise customers are the data controllers collecting personal data from their own products and services offered to their consumers. Outris does not store Personally Identifiable Information (PII) data and only acts as an agent to process PII data on behalf of its enterprise customers.
- 5.2. Outris processes certain non-personal mobile consumer information such as the mobile device or the wireless carrier. None of this data is considered PII under this policy, and as such, may be used to improve the quality of our services. For transaction logging & debugging purposes, our privacy and data processing practices are to remove all PII data that is supplied to us by the clients or data returned to us from data partners.
- 5.3. Outris may use your Non-Personal Information or Usage Information for internal business purposes, such as data analysis, research, developing new products and/or features, enhancing and improving existing products and services and identifying usage trends.
- 5.4. When you send an email message or otherwise contact Outris through the Platform, Outris may use the Information provided by you to respond to your communication by way of messages on the Platform, Short Message Service (SMS), email or any other communication channels that Outris may deem fit. Outris may also archive such Information and/or use it for future communications with you to inform you regarding updates, newsletters, offers, new services and promotions.
- 5.5. Outris does not rent, sell, or share Information with other people or with other non-affiliated entities, except with your consent or to provide services you have requested for or under the following circumstances:

- 5.5.1. Outris may engage third party vendors and/or contractors to perform certain support services, who may have limited access to Information.
- 5.5.2. Outris may rent, sell, or share Non-Personal Information or Personal Information in an aggregate form after it undergoes the process of de-identifications and is no more identifiable to you, with any third party.
- 5.5.3. Outris may share Information with government authorities in response to subpoenas, court orders, or other legal process; to establish or exercise legal rights; to defend against legal claims; or as otherwise required by law. This may be done in response to a law enforcement agency's request.

6. Third Party Service Providers

- 6.1. Outris may engage other third -party vendors and/or contractors to perform certain support services, including, without limitation, software maintenance services, advertising and marketing services, web hosting services and such other related services which are required by Outris to provide its services efficiently. These third parties may have limited access to Information. If they do, this limited access is provided so that they may perform these tasks for Outris and they are not authorized by Outris to otherwise use or disclose Information, except to the extent required by law. Outris does not make any representations concerning the privacy practices or policies or terms of use of such websites, nor does it control or guarantee the accuracy, integrity, or quality of the information, data, text, software, music, sound, photographs, graphics, videos, messages, or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by Outris of the website, the website's provider, or the information on such website.
- 6.2. The Platform may contain links and interactive functionality interacting with the websites of third parties. Outris is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such websites. Before enabling any sharing functions to communicate with any such websites or otherwise visiting any such websites, Outris strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party websites.

7. Cookies

- 7.1. Outris uses cookies and/or other tracking technologies to distinguish you from other users of the services and to remember your preferences on the Platform. This helps Outris to provide you with a good experience when you use the services on the Platform and, also allows Outris to improve such services. Cookies are text files Outris places in your mobile phone, tablet, or other devices to store your preferences. Cookies, by themselves, do not tell Outris your e-mail address or other personally identifiable information unless you choose to provide this information to Outris. They are designed to hold a marginal amount of data specific to a particular user. However, once you choose to furnish the Platform with personally identifiable information, this information may be linked to the data stored in the cookie. Outris uses cookies to understand Platform usage and to improve the content and offerings on the Platform. Cookies may be placed on the Platform by third parties as well, the use of which Outris does not control.
- 7.2. Session cookies are automatically deleted from your hard drive once a session ends, and most cookies are session cookies. You may decline the cookies, however, if you decline the 5 cookies,

you may be unable to use certain features on the Platform. You may opt to leave the cookie turned on.

8. TERM OF STORAGE OF PERSONAL INFORMATION

- 8.1. Outris shall store your Personal Information at least for such period as may be required and permitted by law applicable in your jurisdiction or for a period necessary to satisfy the purpose for which the Personal Information has been collected. These periods vary depending on the nature of the information and your interactions with Outris.
- 8.2. Outris may store Non-Personal Information and Usage Information received from you till such time it requires provided such storage and retention is in accordance with applicable law.
- 8.3. You agree that you will not submit any false information or any illegal or damaging content to the Platform.
- 8.4. Outris reserves the right to terminate access to or the ability to interact with the Platform in response to any concerns Outris may have about false, illegal, or damaging content, or for any other reason, in its sole discretion.

9. Control/ Amendment/ Rectification of the Personal Information

- 9.1. Where your consent is required for the purpose of Outris's usage, processing, sharing or collection of your Personal Information in accordance with applicable laws, you shall have the right to withdraw your consent at any point, provided such withdrawal of the consent is intimated to Outris in writing through an email at privacy@outtris.com in requesting the same.
- 9.2. Once you withdraw your consent to share the Personal Information, collected by Outris, Outris shall have the option not to fulfil the purposes for which the said Personal Information was sought and Outris may restrict you from using the Platform.

10. Protection of Information

- 10.1. Outris has taken adequate measures to protect the security of Information and to ensure that your choices for its intended use are honoured. Outris takes robust precautions to protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 10.2. Outris considers the confidentiality and security of your Information to be of utmost importance. It therefore uses industry standards, and physical, technical and administrative security measures to keep Information confidential and secure and Outris will not share your Information with third parties, except as otherwise provided in this Privacy Policy. Please be advised that, however, while Outris strives to protect Information and privacy, Outris cannot guarantee or warrant its absolute security when Information is transmitted over the internet into the Platform. Outris will periodically evaluate this necessity considering your privacy and our relation while keeping the applicable legislation in mind.
- 10.3. For any loss or theft of Information, due to reasons solely attributable to you, Outris shall not be held liable or responsible under any circumstance whatsoever. Further, Outris shall not be responsible for any breach of security or for any actions of any third parties or events that are

beyond Outris's reasonable control including but not limited to acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of Internet service or telephone service of the user, etc.

11. Limitations of Liability

11.1 Outris shall not be liable to you for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of direct or indirect, incidental, economic, compensatory, punitive, exemplary or consequential losses arising out of performance or non-performance of its obligations under this Privacy Policy.

11.2 Outris is not responsible for any actions or inactions of any third parties that receive your Information. 16.3. Notwithstanding anything contained in this Privacy Policy or elsewhere, Outris shall not be held responsible for any loss, damage or misuse of your Information, if such loss, damage or misuse is attributable to a Force Majeure Event. The term "Force Majeure Event" shall mean any event that is beyond Outris's reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, lockouts or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, civil disturbances, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, pandemic or national/state lockdown due to any reason and any other similar events not within Outris's control and which Outris is not able to overcome.

12. How to Contact Outris Regarding Individual Privacy Rights

12.1. Outris is committed to continually examining and reviewing its privacy practices and may make changes to this Privacy Policy. If any material changes are made to the company's privacy practices, we will promptly make changes to this privacy policy that discloses the changes.

If you have questions regarding this privacy statement, please contact privacy@outris.com or by writing to:

Attn: Data Privacy Unit
Outris Imaging Pvt. Ltd.
221 JMD Megapolis Sector 48
Gurgaon, India – 122018.

For India:

The person incharge as the Grievance Officer, in accordance with the Information Technology Act, 2000 and Rules -

Name: Saurabh Sethi

Email: saurabh@outris.com