

## PRIVACY POLICY

This Privacy Policy (“**Policy**”) applies to the website <https://cyrcl.app> (“**Website**”) and the mobile application, Cyrcl (“**Mobile App**”, collectively referred to as “**Cyrcl**”) and its services (“**Services**”) owned and operated by Cronlogy Technologies (the “**Firm**”). This Policy describes Cyrcl’s use and sharing of Personal Information submitted by its registered users receiving the Services (the “**User(s)**” or “**you**” or “**your**”). The Services offered adhere to all the laws, rules, regulations and policies (“**Applicable Laws**”) with regard to the collection, use, disclosure, retention and protection of your information including Personal Information, that Cyrcl is likely to have access to as a result of your use of Cyrcl.

Capitalized terms not defined in this Policy shall have the same meaning as provided under the Terms of Use of Cyrcl.

### 1. **What the Firm collects from you**

- 1.1. Any data about you, by which you, as a person can be identified, including without limitation, your name, gender, business name, its address, email address, date of birth, date of incorporation, any identity proof number, phone number etc., to which Cyrcl has or is likely to have access to, by virtue of your consensual submission (“**Personal Information**”). Personal Information shall also include the information of such third parties that Cyrcl may have access to during the course of providing the Services to you. Cyrcl may also collect recurring information of your geographic locations on a continuous basis. Cyrcl collects such Personal Information from you because of your voluntary submission of such information in order to enjoy the Services.
- 1.2. In order to provide smooth and uninterrupted Services, Cyrcl shall periodically access the address book or contact list on User’s mobile phone/device to locate the mobile phone numbers of other Users.
- 1.3. Cyrcl may also collect such other anonymous data that is not associated with or linked to any Personal Information (“**Anonymous Data**”) and which, by itself, does not permit the identification of any individual User. Anonymous Data includes without limitation, unique identifiers of the device on which Cyrcl is installed, such as VPN, information of Wi-Fi connectivity and such other information. Cyrcl may also store these unique identifiers and may create a profile for you based on such Anonymous Data.
- 1.4. In addition, Cyrcl shall automatically collect certain other information, including but not limited to usernames, passwords, and other security and usage related information, whenever you visit or utilize the Services such as Time Stamp, Geo Stamp, IP address, version and identification number of the App and device, browser type,

browser language, the date and time of your request, your profile, websites visited by you, search terms used, your 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 Cyrcl (“**Usage Information**”). Such Usage Information collected is not associated with any Personal Information and is only tagged to the unique identifier for a particular device.

- 1.5. Cyrcl uses data collection devices such as “cookies” on your device through which Cyrcl is accessed that assist Cyrcl (a) in providing Services; and (b) to allow you to enter your password less frequently during a session. You are always at an option to decline Cyrcl’s cookies if the application permits, although in that case you may not be able to use certain features on Cyrcl and you may be required to re-enter your password more frequently during a session.

## 2. **How the information collected is being used**

- 2.1. Cyrcl may use the Personal Information and other information collected as mentioned above for any of the following purposes:
  - 2.1.1. to effectively provide the Services;
  - 2.1.2. for the purposes of software verification or administering software upgrades;
  - 2.1.3. to allow you to participate in surveys regarding Services;
  - 2.1.4. to maintain the quality of the Services and provide general statistics regarding its use;
  - 2.1.5. to deliver Services, including email notifications, confirmations, technical notices, updates, security alerts and support and administrative messages that you may request;
  - 2.1.6. archival or backup purposes;
  - 2.1.7. to alert you about updated information and other such new or updated services that may be offered by other Users;
  - 2.1.8. to allow access to exclusive features or functionality of Cyrcl;
  - 2.1.9. to launch and/or open other mobile applications installed on your device based on functionality of Cyrcl; and
  - 2.1.10. to resolve disputes, collect fees and troubleshoot problems.

### **3. Sharing of the collected information**

#### **3.1. Cyrcl may share the Personal Information received from you:**

- 3.1.1. with the Firm's affiliates in connection with matters relating to the consumption of Services by you 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 you request, where such services are provided by more than one corporate entity other than the Firm; and
- 3.1.2. 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 Firm has in good faith reasonable grounds to believe that such disclosure is reasonably necessary to enforce its Terms of Use or this Policy.
- 3.1.3. The Firm shall not rent, sell, or otherwise provide Personal Information received from you to third parties without your consent, except as described in this Policy or as required by law. However, the Firm and its affiliates reserve the right to share, sell and transfer some or all of the Personal Information to other business entities should the Firm, or its assets, plan to merge with, or be acquired by that business entity.

### **4. Security of Personal Information**

- 4.1. The Firm has implemented commercially reasonable physical, managerial, operational and technical security measures to protect the loss, misuse, alteration and security of the Personal Information received from you in the Firm's care. The Firm's security practices and procedures limit access to Personal Information 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.
- 4.2. The Firm is committed to protecting the security of any Personal Information and uses reasonable efforts including a variety of security technologies and procedures to help protect such Personal Information from any unauthorized access, use or disclosure. The Firm will take all reasonable measures in furtherance of the above commitment. However, the Firm cannot guarantee that the Personal Information received from you and other information stored on the servers will be absolutely protected. Firm's systems and the communications networks through which you access Cyrcl may be subject to security breaches and failures due to circumstances beyond Firm's reasonable

control. These may include computer "hacking", data theft among others. In such situations, the Firm will try to rectify the problems as soon as possible.

- 4.3. The User hereby acknowledges and understands that all Personal Information provided in using the App is with their knowledgeable consent and at the User's own risk.

## 5. **Your obligations**

- 5.1. As a registered user of the Services, you have certain obligations to other users. Some of these obligations are imposed by applicable laws and regulations, and others have become commonplace for Services as offered by Cyrcl:

- 5.1.1. You must, at all times, abide by the terms and conditions of then existing Privacy Policy and Terms of Use. This includes respecting all intellectual property rights that may belong to third parties;

- 5.1.2. You must not upload or insert any picture or comments that may be deemed to be injurious, violent, offensive, racist or xenophobic, or which may otherwise violate the purpose and spirit of Cyrcl, Firm and its community of users;

- 5.1.3. You must keep your username and passwords confidential and not share it with others; and

- 5.1.4. All information given must be genuine and true to your best knowledge. The Firm shall not be held responsible in case of any fraudulent information given at the time of registration for using Cyrcl.

- 5.2. Any violation of the guidelines as mention in this Clause 5 may lead to the restriction, suspension or termination of your account with Cyrcl, at the sole discretion of the Firm.

## 6. **International transfer of data**

In the process of providing Services to you, Cyrcl may transfer the Personal Information and other information that it collects to affiliated entities or other third parties across borders, and from your country or jurisdiction to other countries or jurisdictions around the world. You understand, acknowledge and consent to transferring information and permitting the transfer of information, including Personal Information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction. You hereby consent to the transfer of your information across countries or jurisdictions around the world.

## 7. **Governing Law**

The usage of the Services is exclusively governed by the laws of **India** and the jurisdiction of the courts in the State of Telangana. The Firm expressly disclaims any implied warranties or liabilities imputed by the laws of any other jurisdiction.

## 8. **Modifications**

Any changes in this Policy by the Firm shall be posted on the App to reflect changes in its Privacy Policy so that you are always aware of what information Cyrcl collects, uses, and under what circumstances, if any, Cyrcl may disclose it. You should periodically review the Privacy Policy for the latest information on Cyrcl's privacy practices. Once posted, those changes are effective immediately. Continued access or use of Cyrcl constitutes your acceptance of the changes and the amended Policy.

## 9. **Third Party Application Stores**

The App can be downloaded from third party application stores including Google Play, and iTunes Store and Blackberry World etc. The App may contain links to other third-party websites that may collect the Personal Information. The User agrees to comply with all third-party privacy policies, if any, applicable to the use of such applications or its services. The Firm 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.

## 10. **Advertisements**

Cyrcl may use third-party advertising companies to serve advertisements when you contact it. These companies may use information (not including name, address, email address, or telephone number of the user) about your visits to Cyrcl and other websites in order to provide advertisements about goods and services of interest to you.

## 11. **Questions/Grievances**

Any grievances or questions regarding this statement should be directed to the following e-mail address: [a@cyrcl.app](mailto:a@cyrcl.app)