

# **PRIVACY POLICY**

## **1. DEFINITIONS**

The Parties to this Privacy Policy hereby unconditionally agree that unless the context otherwise requires, the terms listed below when used in this Privacy Policy shall have the meanings attached to them and these terms shall be interpreted accordingly. The terms listed below as used in this Privacy Policy may be identified by the capitalization of the first letter of each principal word thereof. In addition to the terms defined below, the meanings of the terms defined in the Terms of Use executed between the User and the Company shall be made applicable *mutatis mutandis* to this Privacy Policy:

“**Public Information**” shall mean any information that is available to anyone on or off our Services and can be seen or accessed through online search engines, APIs, and offline media, such as on TV.

“**Collected Information**” shall have the meaning ascribed to it in Clause 3.1.

“**Non-Aggregated Collected Information**” shall have the meaning ascribed to it in Clause 3.3.

“**Aggregated Collected Information**” shall have the meaning ascribed to it in Clause 3.5.

## **2. INTERPRETATION CLAUSE**

In this Terms of Use, except to the extent that the context otherwise requires:

1. References to a statute, ordinance or other Law shall be deemed to include any references to a statute, ordinance or other Law as amended, supplemented or replaced from time to time in accordance with its terms and (where applicable) subject to compliance with the requirements set forth therein and shall include regulations and other instruments under such statute, ordinance or other Law;
2. References to Clauses, are reference to clauses in this Terms of Use unless the context requires otherwise and the recitals to this Terms of Use shall always be deemed to form part of this Terms of Use;
3. The headings are inserted for convenience only and shall not affect the construction of this Terms of Use;
4. The masculine gender includes the feminine gender and vice versa.
5. In the context of this Terms of Use, the Parties agree that their respective rights and obligations under this Terms of Use shall be interpreted, acted upon and governed in accordance with the terms and conditions of this Terms of Use.

### **3. DATA COLLECTION**

3.1. The Company shall collect and store the following information (hereinafter referred to as

**“Collected Information”**) :

3.1.1. Activities of all the Users and the information provided by them

3.1.2. The User’s network and connections

3.1.3. Device information of the User.

3.1.4. Information from the third party partners.

3.2. The Company shall use Collected Information for the following reasons:

3.2.1. Provide, improve, develop the Service and/or the App

3.2.2. Communicate with the User in a more efficient and effective manner

3.2.3. To promote safety and security

3.2.4. For better User experience

3.2.5. For better decisions and better choices

3.2.6. For displaying and measuring the services rendered through the App

3.2.7. For research and data analytics.

3.3. The Company reserves the right to share the Collected Information which can be used for personally identification of any User (hereinafter referred to as **“Non-Aggregated Collected Information”**) only in the following instances:

3.3.1. When a User is looking for a prospective Companion, the information about his request to a prospective Companion.

- 3.3.2. With the seat allocation interface, in relation to the Offline Service.
  - 3.3.3. If required under Applicable Law or for a bona fide purpose to facilitate a judicial proceeding.
  - 3.3.4. In case of violation or perceived violations of any of these clauses in the Terms of Use and/or any other policies of the Company.
  - 3.3.5. In case of violation of any third party rights
  - 3.3.6. In case of change of ownership of Company, to such new owner.
- 3.4. Notwithstanding anything contained herein, the Company shall not sell any Non-Aggregated Collected Information to any third party.
- 3.5. The Company reserves the right to share the Collected Information which cannot be used for personally identification of any User (hereinafter referred to as “**Aggregated Collected Information**”) to any third party.
- 3.6. Aggregated information does not include Public information.
- 3.7. The Company does not take any responsibility for misuse of the Public Information on or off the App.
- 3.8. The User grants the Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any intellectual property in relation to any information and/or

content that is shared by the User on or off the App in connection with the Service. The license shall persist even after the deletion of such information and/or content from the App in case the Company has backed up the data for requirement under Applicable Law or for the purposes laid down and those incidental thereto in Clauses 3.1, 3.2 and 3.3.

#### 4. COOKIES

The App uses the following types of Cookies:

4.1. **Essential:** The App uses cookies necessary to enable or enhance certain functionality of the App, such as recalling the User's recent actions on the App or remembering the User's account settings. If the User has Cookies disabled in his browser, these Cookies will be blocked.

4.2. **Non-essential:** The App uses Google Analytics' cookies. If the User has Cookies disabled in his browser, these Cookies will be blocked. Google Analytics is a web analysis service that is offered by Google Inc. Google Analytics uses cookies to analyse the usage of the App by the Users to give the Company an insight in the way User uses the App.

#### 5. ADVERTISEMENTS, PROMOTION AND COUPON CODES

- 5.1. All promotions and coupon codes that are offered through the App shall be subject to these Terms of Use. The Company does not have any liability in relation to any actions with respect to such promotions and coupon codes by any third party and/or any User availing the benefit of such promotions and coupon codes and/or any other third party.
- 5.2. During use of the App, the User may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through a link on the App. The User understands that the links take him off the App and are beyond the control of the Company. The User understands that these links to may take him to websites, applications, services and/or platforms that have their own separate terms and conditions as well as privacy policy. For abundant cautions, it is hereby clarified that the Company shall not be responsible and cannot be held liable for the content and activities of these websites applications, services and/or platforms. The User understands that he visits or accesses these websites, applications, services and/or platforms entirely at his own risk.
- 5.3. The User understands that the relationship between the Company and the User stands independent and is unrelated to the relationship between the User and the application store from which the App is downloaded by him.

## **6. DATA PROTECTION**

In accordance with Applicable Law, reasonable security practices and procedures have been put in place to protect the Non- Aggregated Information. However, the Company shall not be liable for data theft and/or any consequential losses suffered thereto, if such breach has been caused by hackers and/or any other third party that actively engages itself to disrupt and/or circumvent the security systems of the Company.

## **7. Monitoring**

The Company shall have the right, but not the obligation, to monitor the content of Levo at all times, to determine compliance with this Agreement and any operating rules established by Levo , as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, The Company shall have the right to remove any material that Levo, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

## **8. OFFLINE USERS**

8.1. The Offline User understands, affirms and acknowledges that any personal information that he provides to the Offline User Intermediary, is at his own risk and he fully appreciates the consequences that may arise from him releasing such information.

8.2. This entire Privacy Policy shall be applicable *mutatis mutandis* to the Offline User.