

## 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. The domain name www.monnai.com including without limitation, all of its associated websites, domains, applications and the content therein, along with all upgrades, updates, enhancement and modifications thereto ("**Platform**"), controlled, owned and managed by **MONNAI INC.**, a company incorporated under the laws of Delaware General Corporation Law and having its office at 251 Little Falls Drive, Wilmington, New Castle, Delaware 19808 or by any of its group companies, subsidiaries or affiliates (hereinafter collectively referred to as "**Monnai**" or "**We**" or "**Us**"). Please review our list of entities and their respective contact details provided in paragraph 20 below to contact the relevant Monnai entity responsible for providing access to the Platform to you and the appropriate contact information.
- 1.2. Monnai is committed to respecting your online privacy and recognize your need for appropriate protection and management of any information you share with Monnai on the Platform. This privacy policy ("**Privacy Policy**") explains how Monnai will collect, use, share and process information in relation to the services provided on the Platform.
- 1.3. This Privacy Policy shall be deemed to be incorporated into the Terms of Use ("**Terms**") and shall be read in addition to the Terms. In the event of any conflict between this Privacy Policy and the Terms, the interpretation placed by Monnai shall be final and binding on you.
- 1.4. By accepting this Privacy Policy, you understand and agree to the collection, use, sharing and processing of personal information as described herein.

### 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 into a legally binding contract vide. this Privacy Policy, which constitutes a legally binding document between you and Monnai under the laws applicable in your jurisdiction. Monnai 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 Monnai 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 Monnai collects, why and how Monnai uses the information, with whom Monnai shares it, and the choices you can make about Monnai's use of the information. This Privacy Policy also describes the measures Monnai takes to protect the security of the information and how you can contact Monnai about its privacy practices.
- 2.5. Further, this Privacy Policy describes Monnai's current data protection policies and practices and may be amended/updated from time to time. Monnai 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**

By mere access and/or use of the Platform, you expressly consent to Monnai'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. TYPES OF INFORMATION**

- 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, 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. Monnai 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**"). Monnai may also collect Non-Personal Information that you voluntarily provide, such as information included in response to a questionnaire or a survey conducted by Monnai.
- 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 OF INFORMATION**

- 5.1. Monnai may collect Information from you when you (a) visit or make use of the Platform (b) voluntarily complete a survey or provide feedback in relation to the services provided on the Platform; and (c) carry out any other transactions on the Platform.
- 5.2. You hereby acknowledge and agree that all Information is provided by you to Monnai voluntarily and the Information provided by you is not subject to any undue influence.
- 5.3. Monnai may use cookies to monitor the Platform usage including, without limitation, to provide useful features to simplify your experience when you return to the Platform, like deliver relevant content based on your preferences, usage patterns and location.
- 5.4. Monnai may also collect Non-Personal Information based on your browsing activity and in relation to your use or access to the Platform like your Internet Protocol address, your Operating System, your prior search results etc., which may or may not be publicly accessible.
- 5.5. Information collected by Monnai from a particular browser or device may be used with another computer or device that is linked to the browser or device on which such information was collected.

## **6. USE OF INFORMATION**

- 6.1. Monnai uses the Information you provide to (a) provide you with information about services offered by Monnai and details of Monnai; (b) respond to your inquiries about the offerings and the transactions carried out by Monnai; (c) resolve any glitches on the Platform including addressing any technical problems; (d) improve the services and content on the Platform and your experience of navigating through the Platform; and (e) manage Monnai's relationship with you.
- 6.2. Monnai 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.
- 6.3. Subject to and in accordance with applicable laws, Monnai has the right to use your Information for the purpose of conducting promotional/marketing related activities on the Platform.
- 6.4. When you send an email message or otherwise contact Monnai through the Platform, Monnai 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 Monnai may deem fit. Monnai 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.

## **7. INFORMATION SHARING**

- 7.1. Monnai maintains your Information in electronic form on its devices and on the equipment of Monnai's employees. The Information is made accessible to employees, agents or partners and third-parties only on a need-to-know basis.

- 7.2. Monnai 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:
- (a) Monnai may engage third party vendors and/or contractors to perform certain support services, who may have limited access to Information.
  - (b) Monnai 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.
  - (c) Monnai 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.

## **8. THIRD PARTY SERVICE PROVIDERS**

- 8.1. Monnai 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 Monnai 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 Monnai and they are not authorized by Monnai to otherwise use or disclose Information, except to the extent required by law. Monnai 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 Monnai of the website, the website's provider, or the information on such website.
- 8.2. The Platform may contain links and interactive functionality interacting with the websites of third parties. Monnai 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, Monnai strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party websites.

## **9. DISCLOSURE TO ACQUIRERS**

Monnai may disclose and/or transfer Information to an investor, acquirer, assignee or other successor entity in connection with a sale, merger, or reorganization of all or substantially all of Monnai's equity, business or assets.

## **10. CONTROL OVER YOUR PERSONAL INFORMATION**

- 10.1. Where your consent is required for the purpose of Monnai'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 Monnai in writing through an email at [contact@monnai.com](mailto:contact@monnai.com) in requesting the same.

- 10.2. Once you withdraw your consent to share the Personal Information, collected by Monnai, Monnai shall have the option not to fulfil the purposes for which the said Personal Information was sought and Monnai may restrict you from using the Platform.

## **11. RECTIFICATION/CORRECTION OF PERSONAL INFORMATION**

- 11.1. You shall have the right to review your Personal Information submitted by you on the Platform and to modify or delete any Personal Information provided by you directly on the Platform. You hereby understand that any such modification or deletion may affect your ability to use the Platform. Further, it may affect Monnai's ability to provide its services to you.
- 11.2. Access to or correction, updating or deletion of your Personal Information may be denied or limited by Monnai if it would violate another person's rights and/or is not otherwise permitted by applicable law.
- 11.3. If you need to update or correct your Personal Information that Monnai may have collected to offer you personalized services and offers, you may send updates and corrections to Monnai at [contact@monnai.com](mailto:contact@monnai.com) citing the reason for such rectification of Personal Information).

## **12. TERM OF STORAGE OF PERSONAL INFORMATION**

- 12.1. Monnai 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 Monnai.
- 12.2. Monnai 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.
- 12.3. You agree that you will not submit any false information or any illegal or damaging content to the Platform.
- 12.4. Monnai reserves the right to terminate access to or the ability to interact with the Platform in response to any concerns Monnai may have about false, illegal, or damaging content, or for any other reason, in its sole discretion.

## **13. COOKIES**

- 13.1. Monnai 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 Monnai to provide you with a good experience when you use the services on the Platform and also allows Monnai to improve such services. Cookies are text files Monnai places in your mobile phone, tablet or other devices to store your preferences. Cookies, by themselves, do not tell Monnai your e-mail address or other personally identifiable information unless you choose to provide this information to Monnai. 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. Monnai 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 Monnai does not control.
- 13.2. 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

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

#### **14. PROTECTION OF INFORMATION**

- 14.1. Monnai has taken adequate measures to protect the security of Information and to ensure that your choices for its intended use are honoured. Monnai takes robust precautions to protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- 14.2. Monnai 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 Monnai will not share your Information with third parties, except as otherwise provided in this Privacy Policy. Please be advised that, however, while Monnai strives to protect Information and privacy, Monnai cannot guarantee or warrant its absolute security when Information is transmitted over the internet into the Platform. Monnai will periodically evaluate this necessity considering your privacy and our relation while keeping the applicable legislation in mind.
- 14.3. For any loss or theft of Information, due to reasons solely attributable to you, Monnai shall not be held liable or responsible under any circumstance whatsoever. Further, Monnai shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond Monnai'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.

#### **15. MINOR & USAGE ON BEHALF OF ANOTHER PERSON**

If a minor wishes to use the Platform, it will be assumed that he/she has obtained the consent of the legal guardian or parents and such use or transaction will be made available by the minor's legal guardian or parents on the Platform. Monnai encourages parents and guardians to be involved in the online activities of minor to ensure that no Personal Information is collected from a minor without their prior consent. If you are using the Platform on behalf of someone else, including but not limited to, on behalf of your minor child/children/employer, you represent and warrant that you are authorised by such person to accept this Privacy Policy on their behalf and to consent on behalf of such person to Monnai's use of such person's Personal Information as described in this Privacy Policy.

#### **16. LIMITATION OF LIABILITY**

- 16.1. Monnai 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.
- 16.2. Monnai 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, Monnai 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 Monnai'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 Monnai's control and which Monnai is not able to overcome.

## **17. CHANGES TO THIS PRIVACY POLICY**

Monnai reserves the right to update, change or modify this Privacy Policy at any time, subject to the terms contained herein. The Privacy Policy shall come to effect from the date of such update, change or modification.

## **18. GOVERNING LAW AND DISPUTE RESOLUTION**

This Privacy Policy shall be governed by and interpreted and construed in accordance with the laws of California, United States. The place of jurisdiction shall exclusively be in California,, United S. In the event of any dispute arising out of this Privacy Policy the same shall be settled by a binding arbitration conducted by a sole arbitrator, appointed jointly by both parties and governed by the **GRIEVANCE REDRESSAL MECHANISM**

### **18.1. FOR INDIA**

18.1.1. In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Ravish Patel  
Email: ravish@monnai.com

For registering your complaint, please contact the Grievance Officer at the above-mentioned details in relation to any violation of this Policy or the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021. The Grievance Officer shall redress the complaint in accordance with the provisions of the Information Technology Act, 2000 and Rules made thereunder.

## **19. DETAILS AND CONTACT INFORMATION OF MONNAI ENTITIES**

If you have questions or concerns about this Policy, please contact Monnai at the following address:

contact@monnai.com