



## TERMS AND CONDITIONS

These terms and conditions (“terms of use”) state important requirements regarding your use of MOVIDU TECHNOLOGY PRIVATE LIMITED website services and your relationship with MOVIDU TECHNOLOGY PRIVATE LIMITED. You should read them carefully as they contain important information and instructions such as how long it lasts, fees for early termination, our rights to change its conditions, limitations of liability, privacy, and settlement of disputes by arbitration instead of in court. If you accept this agreement, it will apply to all your service plans provided by MOVIDU TECHNOLOGY PRIVATE LIMITED, including all your existing plans. Your acceptance of these terms & conditions will be implied by the use of the MOVIDU TECHNOLOGY PRIVATE LIMITED service.

(The “Terms, Conditions and Policies” are subject to change)

### “AGREEMENT”

These terms and conditions, together with each accepted plan order submitted by you, any additional terms mentioned for your plan order and the privacy policy, state the entire agreement between you and MOVIDU TECHNOLOGY PRIVATE LIMITED (the “agreement”). The plan order will form the part of the “agreement” only if the same has been acknowledged by MOVIDU TECHNOLOGY PRIVATE LIMITED in writing or by an e-mail. You must agree to the terms and conditions in order to be eligible to use the MOVIDU TECHNOLOGY PRIVATE LIMITED Portal (defined below), or obtain services.

### DEFINITIONS

Certain terms defined in these Terms and Conditions are also used in the Privacy Policy and are incorporated by reference to these Terms and Conditions.

#### “Content”

Software, Materials, Solutions, Services and other related information are collectively referred to as “Content.”

#### “You” or “you”

“You” means you individually, any person, including any employer/company that you are acting on behalf of or company /employer who has purchased these services/software for your consumption.

#### “MOVIDU TECHNOLOGY PRIVATE LIMITED”

Trademark “MOVIDU TECHNOLOGY PRIVATE LIMITED”, pursuant to licence issued by MOVIDU TECHNOLOGY PRIVATE LIMITED, all rights, title or interest are reserved by MOVIDU TECHNOLOGY PRIVATE LIMITED.

#### “MOVIDU TECHNOLOGY PRIVATE LIMITED Certified expert(s)”

“MOVIDU TECHNOLOGY PRIVATE LIMITED Certified expert(s)” means experts and specialists certified by MOVIDU TECHNOLOGY PRIVATE LIMITED to perform the Services provided under this Agreement.

#### “ MOVIDU TECHNOLOGY PRIVATE LIMITED

“MOVIDU TECHNOLOGY PRIVATE LIMITED” shall mean all the learning management ecosystem which includes dashboard, website, etc.

#### “Subscription Based Plans” or “Subscriptions”

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“Subscription Based Plans” or “Subscription(s)” are tenured Subscription plans offered by MOVIDU TECHNOLOGY PRIVATE LIMITED that are active for a specified period and will not include any incident based plans such as “Per Incident Plan” or the like.

#### “Services”

All references to “Services” refer to any MOVIDU TECHNOLOGY PRIVATE LIMITED offerings that you enter into with MOVIDU TECHNOLOGY PRIVATE LIMITED through use of the MOVIDU TECHNOLOGY PRIVATE LIMITED website located at [www.movidu.in](http://www.movidu.in) or by calling the MOVIDU TECHNOLOGY PRIVATE LIMITED and phone number mentioned on the MOVIDU TECHNOLOGY PRIVATE LIMITED. These Terms of Use govern all plans available through the MOVIDU TECHNOLOGY PRIVATE LIMITED website located at [www.movidu.in](http://www.movidu.in) , and any use of the MOVIDU TECHNOLOGY PRIVATE LIMITED. In the event of any conflict these Terms of Use control any valid Plan Order form that you submit requesting Services.

#### “Materials”

“Materials” means any webcasts, download areas, white papers, press releases, datasheets, FAQs, product information, quick reference guides, or other works of any kind that are made available to download from the MOVIDU TECHNOLOGY PRIVATE LIMITED are the proprietary and copyrighted work of MOVIDU TECHNOLOGY PRIVATE LIMITED. The definition of “Materials” doesn’t include the design or layout of the MOVIDU TECHNOLOGY PRIVATE LIMITED owned, operated, licensed or controlled website.

#### “Software”

“Software” means a computer program of any kind, whether owned by MOVIDU TECHNOLOGY PRIVATE LIMITED or a third party, whether delivered via download, CD, other media, or other delivery method, including client and/or network security software. Elements of the Software are protected under copyright, trade secret, unfair competition, and other laws. Software includes both MOVIDU TECHNOLOGY PRIVATE LIMITED Software and any third party Software. Your use of Software is subject to the respective agreements such as a license agreement or user agreement that accompanies or is included with the Software, ordering documents, exhibits, and other terms and conditions that apply (“License Terms”).

#### “Per Incident Plan”

“Per Incident Plan” shall mean the services package offered either by direct payment or as per signed contract with the Company/employer and MOVIDU TECHNOLOGY PRIVATE LIMITED.

#### “Subscription Based Plans” or “Subscription(s)”

“Subscription Based Plans” or “Subscription(s)” are tenured Subscription plans offered by MOVIDU TECHNOLOGY PRIVATE LIMITED that is active for a specified period and will not include any incident based plans such as “Per Incident Plan” or the like.

#### “Plan Order”

“Plan Order” means the plan order for the purchase and sale of Services, which are further governed by Standard Purchase Terms that are attached in the Purchase Order.

#### “Supplier”

“Supplier” means any third party service provider that MOVIDU TECHNOLOGY PRIVATE LIMITED undertakes for provision of the services as mentioned in the Plan Order

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## **“User”**

“User” is defined as an individual who has been granted access by MOVIDU TECHNOLOGY on email either by making direct payment or through contract signed with any corporate sector/institution/NGO etc.

## **SUBMISSION OF PLAN ORDERS; SERVICE PLANS**

You may order Services by submitting Plan Orders through the MOVIDU TECHNOLOGY PRIVATE LIMITED or by calling MOVIDU TECHNOLOGY PRIVATE LIMITED. Once MOVIDU TECHNOLOGY PRIVATE LIMITED accepts the Plan Order submitted by you, then you will receive an email from MOVIDU TECHNOLOGY PRIVATE LIMITED at the email address that you provide or have provided to MOVIDU TECHNOLOGY PRIVATE LIMITED as part of the Registration Process for the Services. MOVIDU TECHNOLOGY PRIVATE LIMITED and is not responsible for rendering Services in connection with any Plan Order that has not been accepted. Upon acceptance by MOVIDU TECHNOLOGY PRIVATE LIMITED of a Plan Order, you will have a Service Plan.

## **UNDERTAKING**

Subject to the Terms and Conditions, and other terms specific to each Service Plan, MOVIDU TECHNOLOGY PRIVATE LIMITED will address your query using commercially reasonable efforts in providing appropriate solutions under the Services. In most cases, MOVIDU TECHNOLOGY PRIVATE LIMITED will attempt problem diagnosis and a solution through chat, email or other means as it deems most appropriate under the circumstances. You understand that there will be no liability for MOVIDU TECHNOLOGY PRIVATE LIMITED. All undertakings under Service Plans are subject to MOVIDU TECHNOLOGY PRIVATE LIMITED's limited warranty, which is set forth below. For more information, please refer to online documentation or call us. You agree to pay all Services Fee and any other applicable fee/charges as set out in the relevant Plan Order in accordance with the Payment Terms provided below.

## **PAYMENT**

Services against any Plan Order will be available once you have made payment for Services according to the requirements of the corresponding Plan Order. MOVIDU TECHNOLOGY PRIVATE LIMITED has no obligation to render Services under any Service Plan if the payments as required under any Plan Order have not been made.

You understand that certain Service Plans may have fee including, but not limited to “Service Fee” and/or “Activation Fee” payable either on an annual basis (“Annual Payment Plan”) or on a monthly basis (“Recurring Payment Plan”). Subject to the applicable Term Plan, all payments under the Annual Plan shall be made upfront at time of commencement of the order. For payments under the Recurring Payment Plan, apart from the monthly instalments of the Service Fee, payable over a one (1) year payment term, You shall be charged an additional non-refundable Activation Fee at the time of registration, as specified in the Plan Order. The fee (including Activation / Setup Fee) will not be refunded in case of cancellation of the Service Plan unless otherwise stated in the Plan Order. All fee under this clause or a relevant Plan Order, is payable at the time of commencement of the Service Plan.

When you purchased the Service, you agreed to a specific price and plan, where such plan may be for a term of one, two, or three years (“Term Plan”). All terms of Service Fee and/or any other fee payable under any mode of payment for a Subscription shall be set forth in the applicable Plan Order. Similarly, some plans may offer a discount on the Service if you sign up for other MOVIDU TECHNOLOGY PRIVATE LIMITED services (“Bundle Discount”). You agree to maintain your Service

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and the bundled services for the applicable term. If you signed up for a Term Plan or a Bundle Discount, the price available with those plans is valid until one of the following occurs: (1) the Term Plan expires; (2) you drop one of the MOVIDU TECHNOLOGY PRIVATE LIMITED services you were required to purchase to receive the special rate as notified to MOVIDU TECHNOLOGY PRIVATE LIMITED; or (3) You terminate the agreement/Service Plan before the expiry of the relevant term.

#### **RENEWAL POLICY**

You agree and acknowledge that a Subscription under the Recurring Payment Plan will automatically renew for a month, unless notified otherwise by You ("Auto Renewal"). However, a Subscription under the Annual Payment Plan does not automatically renew and expires at the end of the applicable Term Plan. Your credit card will be charged with the amount of the then prevailing subscription charges as per the payment option that you selected at the time of registering with MOVIDU TECHNOLOGY PRIVATE LIMITED. If you would like to opt out of the Auto Renewal, please call us and speak with one of our customer service representative at least 30 days prior to your subscription end date to discontinue your service.

#### **REFUND POLICY**

For subscription based plans, a full refund will be issued if MOVIDU TECHNOLOGY PRIVATE LIMITED hasn't been able to meet a single requirement for you within the first 15 days of the subscription. If there are one or more resolved requirements, the fees for the Subscription Service will not be refundable. Notwithstanding this MOVIDU TECHNOLOGY PRIVATE LIMITED may, at its sole discretion and on a case by case basis, agree to a refund of Subscription fees after deducting charges for servicing the Customer. You will be eligible for refund when any of the following criteria are met: (1) You have all the prerequisites which were required to resolve the requirements and requirements was not resolved till the time account was active. (2) The requirement is out of scope for the particular plan.

#### **PRIVACY POLICY**

The MOVIDU TECHNOLOGY PRIVATE LIMITED which is an integral part of these Terms and Conditions, is incorporated here by reference. If you have not yet reviewed the MOVIDU TECHNOLOGY PRIVATE LIMITED Privacy Policy, then please do so prior to agreeing to these Terms and Conditions. You agree that beyond the Personal Information identified in the Privacy Policy, any information or data disclosed or sent to MOVIDU TECHNOLOGY PRIVATE LIMITED over the telephone, electronically or otherwise, is not confidential or proprietary to you. You hereby agree and consent to data assimilation and evaluation derived during the usage of the services rendered by M/s. MOVIDU TECHNOLOGY PRIVATE LIMITED and/or suppliers/strategic partners ("the Recipient"). You hereby give consent to the collation and user of this data collection by the Recipient for mapping your work pattern generally while you are working with the employer/company or while using the services/products rendered by MOVIDU TECHNOLOGY PRIVATE LIMITED.

#### **FAIR USAGE POLICY; SUSPENSION OR TERMINATION OF SUBSCRIPTION:**

Each Subscriber's use of the services are subject to MOVIDU TECHNOLOGY PRIVATE LIMITED "fair use" policy. Under this policy, if at any time, in MOVIDU TECHNOLOGY PRIVATE LIMITED sole discretion, a user is found to be abusing the service by exceeding the level of use reasonably expected for use, than MOVIDU TECHNOLOGY PRIVATE LIMITED reserves the right to suspend or terminate Subscriber's Subscription / Services. In addition, MOVIDU TECHNOLOGY PRIVATE LIMITED reserves the right to suspend or terminate any Subscription / Services of any Subscriber that MOVIDU TECHNOLOGY PRIVATE LIMITED, in its sole discretion, determines are being used (a)

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fraudulently, (b) by any person other than Subscriber, or (c) for any computer system other than a Registered System. User may terminate the Service at any time by giving written or electronic notice to MOVIDU TECHNOLOGY PRIVATE LIMITED; provided, however, that User will not be entitled to a refund of any fees prepaid by User for the Service.

### **LINKING**

You may not create hyperlinks to any portion of the MOVIDU TECHNOLOGY PRIVATE LIMITED and Learning Brothers Portal, nor any Materials or Software posted therein. This may ensue liability under applicable laws in India.

### **INDEMNITY**

You agree to indemnify, defend, and hold MOVIDU TECHNOLOGY PRIVATE LIMITED including its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants and suppliers harmless from and against all claims, demands, actions, liabilities, losses, expenses, damages, and costs, including actual attorneys' fees, resulting from your violation of the material terms of these Terms of Use, any misuse or abuse of a Service, any use of the Service that amounts to infringement, or infringement by any other user of your account of any intellectual property or other right of MOVIDU TECHNOLOGY PRIVATE LIMITED or any other third party. You will cooperate as fully as reasonably required in MOVIDU TECHNOLOGY PRIVATE LIMITED of any claim, liability, damage or loss. MOVIDU TECHNOLOGY PRIVATE LIMITED reserves the right, at its own expense, to assume the exclusive and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of MOVIDU TECHNOLOGY PRIVATE LIMITED. You agree immediately to notify MOVIDU TECHNOLOGY PRIVATE LIMITED of any unauthorized use of your account or any other breach of security known to you.

### **USER RESPONSIBILITY**

In connection with obtaining services, you agree that you will:

1. Cooperate with the MOVIDU TECHNOLOGY PRIVATE LIMITED and/or its suppliers support executive: We'll use commercially reasonable efforts to provide the support to you. Our experience shows that most issues can be corrected as a result of close cooperation between you and the support executive. Please listen carefully to the executive and follow the instructions. You must confirm that the following conditions are true:
  - a. The situation giving rise to the question is, reproducible
  - b. You must have knowledge regarding the hardware system, any software involved, and in the facts and circumstances surrounding the incident;
  - c. The full system, including software and hardware, is available to you and accessible by you without limit during any discussions with MOVIDU TECHNOLOGY PRIVATE LIMITED and/or its supplier support executive.
2. Software/Data Backup: You understand and agree that MOVIDU TECHNOLOGY PRIVATE LIMITED shall under no circumstance be responsible for any lost or corrupted software or data. MOVIDU TECHNOLOGY PRIVATE LIMITED strongly recommends that you at all times maintain a complete data backup and disaster recovery plan.

### **AVAILABILITY OF SERVICES AND MATERIALS UNDER FORCE MAJEURE CIRCUMSTANCES**

You hereby acknowledge that circumstances outside of MOVIDU TECHNOLOGY PRIVATE LIMITED reasonable control (e.g., a large scale outbreak of a new computer virus, strikes, riots, wars, other



military action, civil disorder, acts of terrorism, fires, floods, vandalism, sabotage, acts of third parties, or the like) may cause significant delays in MOVIDU TECHNOLOGY PRIVATE LIMITED or its suppliers' ability to schedule a support session or performance of any of the services sought under your Plan Order. You hereby release MOVIDU TECHNOLOGY PRIVATE LIMITED from any and all liability and agree that MOVIDU TECHNOLOGY PRIVATE LIMITED shan't be liable to you or any third party for any direct or indirect damages whatsoever, resulting from such delays.

MOVIDU TECHNOLOGY PRIVATE LIMITED or its suppliers may, at any time, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.

### **EXCLUSIONS FROM "SERVICES"**

"Services" shan't include the following:

1. Any item or activity not covered by the terms of a Plan Order;
2. Service beyond the duration limitations identified in your Plan Order;
3. Problem diagnosis and support that may not be completed because of a problem with your computer or other equipment, or their configuration that is beyond our control;
4. Software, including the operating system and software added to the registered hardware products which are out of scope for the Service Plan;
5. Problems that may and do result from:
  - a. External causes such as accident, abuse, misuse, or problems with electrical power;
  - b. Third party usage or tampering
  - c. Usage that is not in accordance with product instructions provided by manufacture;
  - d. Failure to follow the product instructions provided by manufacture or failure to perform preventive maintenance; or
  - e. Problems caused by using accessories, parts, or components not compatible with the product.
  - f. Non Compliance with the MOVIDU TECHNOLOGY PRIVATE LIMITED and Learning Brothers support instructions for resolving the query.

### **THIRD PARTY PRODUCTS**

As part of the Services, MOVIDU TECHNOLOGY PRIVATE LIMITED may suggest that you acquire, install and use certain third party software or services ("Third Party Software"). Third Party Software is licensed to you by the respective owners or licensees of the Third Party Software. You must agree to the terms and conditions set forth by such owners or licensees before installing Third Party Software, whether MOVIDU TECHNOLOGY PRIVATE LIMITED assists you in the acquisition, installation, and/or use of Third Party Software. MOVIDU TECHNOLOGY PRIVATE LIMITED has no responsibility or rights to the Third Party Software and does not license Third Party Software to you or make any representation or warranty regarding the Third Party Software.

To the extent that we provide assistance and support for Third Party Software or equipment, you must ensure that you comply with the terms and conditions under which you licensed such Third Party Software or purchased such equipment. We make no representation or warranty that we are an authorized service provider for Third Party Software or for any equipment; it is your sole responsibility to determine if you require additional rights for us to provide such support and if so, to acquire such rights. You acknowledge that support of Third Party Software or equipment by an unauthorized service provider may void any warranty made by the supplier of such Third Party Software or

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equipment. Any third party's software licensed or purchased by you are at your own risk and cost. shall bear no liability, in whatever form, on account of any direct or indirect, consequential, incidental, special or punitive damages and/ or consequences that may be entailed by the you or anyone else by the use of these third party software. You agree and undertake to hold (including its directors, promoter, agents, sub-contractors, employees, subsidiaries and alike) harmless and indemnified against any third party claim, damage, liability, loss or cost whatsoever (including litigation cost, if any) that has accrued due to your fault, negligence, non-adherence to covenants, acts or omissions.

### **THIRD PARTY AGREEMENTS**

As part of the Services, MOVIDU TECHNOLOGY PRIVATE LIMITED may suggest certain third party services to you. If you choose to subscribe to or otherwise use any third party services, your use of any such services is subject to the terms of service of such third party service provider. You agree to comply with such provider's terms of service and that the third party provider is solely responsible for delivery of its service(s) to you and your use of them. Any third party's services opted by you are at your own risk and cost. shall bear no liability, in whatever form, on account of any direct or indirect, consequential, incidental, special or punitive damages and/ or consequences that may be entailed by the you or anyone else by the use of these third party services. You agree and undertake to hold (including its directors, promoter, agents, sub-contractors, employees, subsidiaries and alike) harmless and indemnified against any third party claim, damage, liability, loss or cost whatsoever (including litigation cost, if any) that has accrued due to your fault, negligence, non-adherence to covenants, acts or omissions. Violation of such third party provider's terms of service may, in MOVIDU TECHNOLOGY PRIVATE LIMITED sole discretion, result in the termination of your customer account and use of service.

### **LIMITED SERVICE WARRANTY**

MOVIDU TECHNOLOGY PRIVATE LIMITED disclaims all warranties express or implied as to the services, the materials and the software whether in the nature of merchantability or fitness for a particular purpose, or otherwise. In the event that you're not satisfied with the services, your sole remedy is to (a) allow MOVIDU TECHNOLOGY PRIVATE LIMITED to re-perform the services subject to dispute, (b) re-download and reinstall the software. Some of the MOVIDU TECHNOLOGY PRIVATE LIMITED service plans come with a 7-day limited service warranty as provided in online documentation for those specific plans. This 7-day limited service warranty is subject to fulfilment of the terms for the specific service plan which is in addition to the terms and conditions in this document.

MOVIDU TECHNOLOGY PRIVATE LIMITED and/or its respective suppliers make no representations about the suitability of the information contained in the services, materials or the software for any purpose whatsoever. All materials and software are provided "as is" without warranty of any kind whatsoever. MOVIDU TECHNOLOGY PRIVATE LIMITED and/or its respective suppliers hereby disclaim all warranties of any kind whether express or implied with regard to this information, including all warranties and conditions of merchantability, whether express, implied or statutory, fitness for a particular purpose, title and non-infringement.

The materials could include inaccuracies or typographical errors. Changes are periodically added to the information herein. MOVIDU TECHNOLOGY PRIVATE LIMITED and/or its respective suppliers may make improvements and/or changes in the materials and/or the software described herein at any time. In no event shall MOVIDU TECHNOLOGY PRIVATE LIMITED and/or its respective suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data revenue or profits, whether in an action of contract, negligence or other tortious

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action, incurred by you or any third party, whether arising out of or in connection with the use or performance of services, materials or software, failure to provide the same, or information available in the materials.

#### **NO OFFER**

The MOVIDU TECHNOLOGY PRIVATE LIMITED is available internationally and may contain references to MOVIDU TECHNOLOGY PRIVATE LIMITED products, services, and programs that are not available in a viewer's country. These references do not imply that MOVIDU TECHNOLOGY PRIVATE LIMITED intends to make such products, services, or programs available in such country.

#### **MODIFICATION**

MOVIDU TECHNOLOGY PRIVATE LIMITED reserves the right to amend the Terms and Condition, and the MOVIDU TECHNOLOGY PRIVATE LIMITED at any time by (a) posting a revised version of the Terms and Conditions on the MOVIDU TECHNOLOGY PRIVATE LIMITED, or by (b) sending information regarding any amendment to the Terms of Service to the email address you provide to MOVIDU TECHNOLOGY PRIVATE LIMITED in connection with registration. You are responsible for regularly reviewing the MOVIDU TECHNOLOGY PRIVATE LIMITED website to be notified of any amendments to the Terms and Conditions. Your use of the MOVIDU TECHNOLOGY PRIVATE LIMITED or the Services after an amendment to the Terms and Conditions shall be deemed acceptance by you of the amended Terms and Conditions.

## PRIVACY POLICY

### PLEASE READ THIS CAREFULLY

This privacy policy discloses the practices for MOVIDU TECHNOLOGY PRIVATE LIMITED to protect privacy for users. By accessing or otherwise using this website, you agree to be bound contractually by this Privacy Policy.

1). Modification of Privacy Policy – We reserve the right to modify this Privacy Policy at any time, and without prior notice, by posting amended terms on this website. Your continued use indicates your acceptance of the amended Privacy Policy. You should check this Privacy Policy periodically for modifications.

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2). Additional “Click-Wrapped” Agreements – This Privacy Policy provides the general policies of this website regarding the collection and use of private information and this website’s use of email to contact you. We reserve the right to offer to you participation in such additional agreements in “click-wrapped” format (where you may indicate your agreement by clicking on a button or icon that states “I agree” or “Ok”) that may provide specific exceptions to these general policies. If there is any inconsistency or conflict between this Privacy Policy and any such “click-wrapped” agreement, the “click-wrapped” agreement shall prevail.

3). INFORMATION COLLECTION AND USE – MOVIDU TECHNOLOGY PRIVATE LIMITED, through its technology service provider, receives and stores any information you enter on its Website or through any other manner. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features, which are based on the assessment of the personal data given by the users. We use the information that you provide for various purposes such as as responding to your request, customizing the services provided to you and improving communication with you. We receive and store certain types of information whenever you interact with us upon receiving your express consent, which is given by your clicking “I Agree” in the sign up form. We also use "cookies," and we obtain certain types of information when your Web browser accesses movidu.in or advertisements and other content served by or on behalf of movidu.in on other Web sites. When you sign up on movidu.in or any Web site created by our recognized affiliates of MOVIDU TECHNOLOGY PRIVATE LIMITED, we may receive information about your location and your mobile device, including a unique identifier for your device. We may use this information to serve you as well as our other customers better services. Most devices allow you to turn-off location services. If you do not wish the information of your location to be received by ....., you may choose to turn that off before accessing the Web site of MOVIDU TECHNOLOGY PRIVATE LIMITED or any of its’ affiliates. MOVIDU TECHNOLOGY PRIVATE LIMITED is the sole owner of the information collected through these mediums. We will not sell or rent this information to others in ways different from what is disclosed in this policy. We may receive information about you from other sources and add it to our account information. You hereby agree and consent to data assimilation and evaluation derived during the usage of the services rendered by MOVIDU TECHNOLOGY PRIVATE LIMITED and/or suppliers/strategic partners (“the Recipient”). You hereby give consent to the collation and user of this data collection by MOVIDU TECHNOLOGY PRIVATE LIMITED for mapping your work pattern generally while you are working with the employer/company or while using the services/products rendered by MOVIDU TECHNOLOGY PRIVATE LIMITED.

4). Personal Information – We will ask you when we need information that personally identifies you (personal information) or allows us to contact you. In order to use the MOVIDU TECHNOLOGY PRIVATE LIMITED services, user must first complete the registration process. During registration the user is required to give user contact information (such as First and Last name, E-mail address, Postal address, Personal identifier etc.). MOVIDU TECHNOLOGY PRIVATE LIMITED will use your contact details to contact you regarding the products, solutions, and / or services you have requested. This includes re-registration / renewal notifications, special offers, and surveys on improving our services. Your clicking the sign up form shall be construed as express consent on your part for receiving and storing of your personal information by Movidu. Movidu has in place a confidentiality agreement with its technology partner, not to disseminate your personal information to any other source except MOVIDU TECHNOLOGY PRIVATE LIMITED, and in the event of breach by the technology partner, you shall raise claims directly with the technology partner, and not against Movidu, the details of which shall be disclosed by Movidu. You expressly waive off your rights to raise any claims against Movidu for any infringement of the terms hereof by a third party, including the technology partner of Movidu. In case, at any point of time, you wish to withdraw your consent to allow Movidu to store and retain



your personal information, you may send a written intimation of the withdrawal to us and we shall undertake to delete such personal information about you from our records, which may not otherwise be available on the public domain.

5). Payment Information – If user registers to use the service provided by MOVIDU TECHNOLOGY PRIVATE LIMITED, we will collect credit card information, and other payment information necessary to complete a payment from user. MOVIDU TECHNOLOGY PRIVATE LIMITED may use a third party to process and verify credit cards for billing purposes. This requires us to share user name, credit card number, expiration date and billing address with the credit card processing company. When processing a payment transaction, MOVIDU TECHNOLOGY PRIVATE LIMITED will also obtain information regarding the amount of the payment and other transaction data. We may transfer or disclose this payment information to a third party only to the extent necessary in order to legally complete the payment processing.

6). Subscriber Computer – We may also ask for information related to your systems, infrastructure, and methodologies. This may include: any information that seems required to provide the solutions, or services. Generally, this information is required to provide personalised support to you, and to help us update our support tools.

7). Remote Access – While requesting support you may request for the problem to be resolved by taking control of your computer. MOVIDU TECHNOLOGY PRIVATE LIMITED uses qualified tools which allow users to grant control of the user computer to an expert through remote over the Internet, so that the expert can diagnose or correct problems. Experts are not allowed to use the Remote Access software until and unless they have received adequate training in its use, and users have consented to grant control. In addition, technicians will not use Remote Access tools to obtain confidential or sensitive information stored on user computers or networks, deliberately destroy information on user computers or networks, or cause users to experience system problems. Use of the Remote Access and Diagnoses applications is also subject to the terms of use in the respective software licence agreements.

8). Remote Session Records – MOVIDU TECHNOLOGY PRIVATE LIMITED reserves the right to monitor online and offline sessions between user and a support executive for quality control of the service provided to the customer by the support executive. In addition, we may record online and offline sessions conducted on the web site for user reference and to assist in resolution of disputes and/or potential complaints. The session records will also be used to improve the service, build a support knowledge base, and/or conduct internal market research. Session record data will not be correlated with personally identifiable data about individual customers.

9). Cookies – Cookies are pieces of information that a web site transfers to your computer's hard disk for record-keeping purposes. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. Most browsers are initially set up to accept cookies. If you prefer, you can set your browser to refuse cookies. However, you may not be able to take full advantage of a web site if you do so. We reserve the right to use cookies to collect demographic and profile data for purposes of delivering content specific to your interests.

We use Google Analytics, Google AdWords Conversion tracker, and many other services that place cookies on a browser across the website. These cookies help us increase the website's effectiveness for our visitors. These cookies are set and read by systems. To opt out of Google tracking, please visit this [page](#).

We use AdWords remarketing to market our sites across the web. We place a cookie on a browser, and then a 3rd party (Google) reads these cookies and may serve an ad on a 3rd party site. You may

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10). IP Addresses – IP addresses are used by your computer every time you are connected to the Internet. Your IP address is a number that is used by computers on the network to identify your computer. IP addresses are automatically collected by our web server as part of demographic and profile data known as “traffic data” so that data (such as the web pages you request) can be sent to you. We will not use your IP address to attempt to identify your personal information.

11). Referrers – A Referrer is the information passed along by a web browser that references the Web URL you linked from, and is automatically collected by our web server as “traffic data”. We reserve the right to use this information to identify broad demographic trends that may be used to provide information tailored to your interests. You will not be personally identified from this information.

12). System Information – System information that we collect as part of “traffic data” includes time, the type of web browser being used, the operating system/platform, and CPU speed etc. This information is sent automatically by your web browser when you are connected to a web site. We reserve the right to use this information for purposes of identifying broad demographic trends and may be used to provide information appropriate for your computer system. You will not be personally identified from this information.

13). Sharing of Information – We feel strongly that your personal data should only be seen by you, unless you choose to share it with others. We will never sell, rent, licence or exchange personally identifiable data with a third party without your permission, except as otherwise provided. No personally identifiable data or information will be shared with advertisers or partners without your permission. Some of your information may be shared on an aggregate basis only, as a part of a larger set of statistics (for example, statistics that indicate the percentage of our members that are female), but that information will not be sufficient to permit the recipient to identify you. Notwithstanding the forgoing, we will only disclose personally identifiable data without your permission in the following limited circumstances: (i) if we are required to do so by law, or (ii) if we have the good faith belief that such action is necessary to conform to applicable laws or comply with legal process served on us, or to protect and defend this site's rights or property or the rights or property of an account holder of this site.

14). Other Websites, Links, And Advertisers – This web site contains links to other websites. We reserve this right to have advertisers or other third parties on this site who may also have links on this web site and may link to this site. The privacy practices of advertisers or web sites linked to this site are not covered by this privacy statement, and we are not responsible for the privacy practices or the content of such web sites. Additionally, if you make a purchase from a store or merchant listed on or linked to this site, any information that you give, such as your credit card number and contact information, is provided to those merchants. These merchants have separate privacy and data collection practices, and we have no responsibility or liability for these independent policies or merchant web sites displayed on our web site from time to time. You should be careful to review any privacy policies posted on any of these sites before signing up with and using them.

15). Security – Information collected by this site is stored in secure operating environments that are not available to the public. Our employees are required by us to maintain and uphold your privacy and security and are aware of our privacy and security policies. Unfortunately, no data transmission over the Internet can be guaranteed 100% secure. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk.

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