

PRIVACY POLICY

This Privacy Policy describes the policies and procedures of SVG Media Private Limited, a company incorporated under the Companies Act, 1956 ("**We**" or "**Our**" or "**Us**" or "**Company**") with regard to the collection, use and disclosure of personal information of User(s) (*as defined below*) collected through Our technology which may be embedded in the software of the App developed by You(*as defined below*)and which enables advertisements ("**Ads**") to be displayed on electronic instruments (such as mobile phone, laptop, iPad, tablet etc.) once Your (*as defined below*) App has been downloaded and installed on the said electronic instruments.

YOU

This policy is applicable and binding on Publisher(s) (*as defined below*) including SaaS Partner (*as defined below*) (hereinafter referred to as "**You**", or "**Yours**", or "**Your**") wherein, if you are registering as an individual or the entity you represent (if you are registering as a business) through any agreement that references this policy as part of its terms and conditions.

Please note that we reserve the right to review and update this Privacy Policy from time-to-time by posting a prominent notice on the homepage of our website ("**Site**") stating that the Privacy Policy has been changed and updating the effective date of this Privacy Policy. If we make any material changes, we will notify you by means of a notice on the said Site prior to the change becoming effective.

We do not collect, rent or sell any PII (*as defined below*) of the User(s) of Your App ("**User(s)**") to any third party for any purpose(s) whatsoever.

THIS PRIVACY POLICY ADDRESSES THE FOLLOWING:

- Definitions
- Data Collection & Use
- Protected Information & Prohibitions
- Permitted Disclosures of Advertising Data
- Advertisements
- Business Transfers
- Your Consent
- Service Providers
- Developer Privacy Policy and User Notice
- Publicity and Confidentiality
- Legal Requirements
- Data Retention
- Sharing of Information
- Miscellaneous

"**Advertiser**" means an entity that intends to get its Ad(s) published on ad inventories available with the Publisher.cxxcde

"**Advertising Data**" means all data and information related to our performance under this Policy or original agreement or otherwise related to provision of Ads to You, including but not limited to Ad Response and Ad Performance Data, but excluding Publisher Data and Program Data. It is hereby clarified that Advertising Data pertains to campaign data collected after Ad serving, which is owned by the Advertiser.

"Ad Performance Data" means all information related to the delivery of Ads including but not limited to, number of Ads served, impressions, clicks, conversions, header information, advertising fee rates, video play duration, video un-mutes, viewing location, and other delivery-specific metrics.

"Ad Request" is counted whenever Your App requests Ads to be displayed.

"Ad Response" means all information related to any response (or non-response) We provide to an Ad Request, including but not limited to, Ad creative, Ad destination URLs, Ad subject matter (including Advertiser, Advertiser category brand, product and product category), Ad descriptions, and Ad targeting information.

"Aggregate" means such Data *(as defined below)* that is gathered and expressed in a statistical form for purposes of analysis and reporting thereon to the Advertiser pertaining to performance of Technology or the campaign. It is hereby clarified that expression aggregation of Data does not mean merging of data from different campaigns of different Advertiser(s) and precludes identification, directly or indirectly, of any particular Advertiser, brand, product, User or u any particular technology. It is hereby further clarified that such Aggregate data is not used for User profiling and is used only for analysis of performance of campaign or the Technology.

"Anonymous" where used with respect to data, means in a manner or form that does not identify or permit identification, association, or correlation of, or with

- (a) Us or Our brands or products,
- (b) any of Our affiliates or their brands or products,
- (c) any Advertiser or their brands or products,
- (d) Our integration platform or
- (e) the program, and where used with respect to Your data, means in a manner or form that does not identify or permit identification, association, or correlation of, or with You, or any of Your mobile properties, brands or products.

"Non- personally identifiable information" shall mean all such information which is not PII *(as defined below)*.

"PII" (personally identifiable information) means data which, alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, can be used to identify, contact, or precisely locate a natural person.

"Program Data" means any data regarding your mobile properties sent as part of your program application including but not limited to app category.

"Publisher" means a platform that enables and manages ad serving and traffic within their

digital estates including but not limited to web, mobile, video, app.

"Publisher Data" means your pre-existing data that you provide to us for a given impression, including Your Ad Requests.

"SaaS Partner" means software as a service, is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purpose(s) of this Privacy Policy, software shall mean Our Technology.

"Technology" or **"Program"** means in-house ad server, used to track impressions, clicks& conversions

"User Data or Consumer Data" means information collected from any User of the Technology that will be disclosed or be used in connection with the Program, or that may be collected by You, Us, or any Advertiser as a result of any Ads we provide to you.

1. COLLECTION & USE OF DATA

- We or a third party, authorised by us, will collect, amass and compile Advertising Data, and User Data. In pursuance of the same, you are to follow the procedure as stipulated in Article 8 hereof. The combination of Advertising Data and User Data may herein be collectively referred to as **"Data"**.
- We, or such third party will use such Data in pursuance and growth of our business activities, in compliance with all applicable laws, regulations, and industry standards (including, any applicable privacy and security laws, and regulations).
- You shall not provide any traffic that may be communal in nature, or may stir up religious sentiments, be sexually explicit, gender or caste-creed discriminatory, racist, defamatory or libelous to any person, organisation, etc.
- **Explanatory Note:** We may use Data in Aggregate form, that is, as a statistical measure, but not in a manner that would identify the User personally. This type of Aggregate Data enables us and third parties authorized by us to figure out how often individuals use parts of Our Technology so that we can analyse and improve our services. When the User interacts with us through the Technology, We receive and store certain additional information. Such information, which is collected passively using various technologies, may not presently be used, but may be used in future, which may include but shall not be limited to IP addresses, browser types, browsing history, domain names, cookies and other anonymous statistical data involving the use of Technology by the User. We may collect GAID / IDFA. In the event GAID/ IDFA is not available then we fingerprint the User based on hashed values of IP, UA & Http Headers. This information in a non-PII form, is collected to track the number of clicks/ impressions and like performance metrics related to an advertisement.
- You, hereby, accord your consent to the collection, transfer, sharing handling, management, storage, disclosure and other uses of the information of the User by Us as described hereinabove.

2. PROTECTED INFORMATION & PROHIBITIONS

- You will not reverse engineer, disassemble or decompile any binary code used in connection with the Program, including any program materials provided to you.
- You will not take any action related to the Program that interferes with, damages, or accesses or uses in any unauthorized manner the hardware, software, networks, technologies or other properties

or services of ours or of any User, mobile operator or other third party.

- You acknowledge that Advertising Data is a trade secret of SVG Media Private Limited, except as expressly permitted below, and you will not disclose Advertising Data or any other information we provide to you for any reason.
- Without limiting the generality of the foregoing, You will not use or permit a third party to use Advertising Data for:
 - i. Retargeting a User or creating or appending Data to a non-public profile regarding a User;
 - ii. To inform or improve advertising targeting on behalf of any other Advertiser or advertising network or for your own purposes.

3. PERMITTED DISCLOSURE OF ADVERTISING DATA

You may disclose Advertising Data in the following situations:

- to Your employees and affiliates who need to know such information solely to facilitate your delivery of campaigns under your original agreement with us;
- on an Aggregated and Anonymous basis solely for reporting or marketing purposes as stipulated in the original agreement with Us; and
- to the extent required to comply with a court order, law, or direction by a governmental or regulatory agency, provided that You first provide a prior written notice to Us of such anticipated disclosure and the opportunity for Us to object to such disclosure or to seek confidential treatment of such Advertising Data.

4. ADVERTISEMENTS

- We hereby grant you a limited, revocable, non-transferable license to use our technology and rebrand it as your own Technology. However, You shall be solely responsible towards the Users pertaining to collection, processing, usage or disclosure of Data collected through Your App facilitated by our technology embedded in the software of the App.
- We do not control, endorse or adopt any Ads and make no representation or warranties of any kind regarding the content of the Ads, including, without limitation, regarding the accuracy, completeness or decency of any Ad. We are not responsible or liable in any manner for any Ad and undertake no responsibility to update or review any Ad. Third - Party Tracking We use third-party service providers to serve Ads across the Internet. These service providers collect IP address and non-personally identifiable or de-identified information of the User about his/her visits to the various websites in order to serve Ads while the User are visiting such web sites. Such non-personally identifiable information is anonymous or de-identified and does not reflect the name, address, e-mail address or other personal information of the User; however the IP address of the User may be collected by such technology and service providers. This anonymous or de-identified information is often collected through the use of a web beacon, which is industry-standard technology used by most major websites.
- You, hereby, accord your consent to the collection, transfer, sharing, handling, management, storage, disclosure and other uses of the information of the User by Us/third parties as described hereinabove.

5. BUSINESS TRANSFERS

- We might inter alia sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, Data may be part of the transferred assets. You will be notified via email and/or a prominent notice on the Site of any change in ownership or uses of Data.

You, hereby, accord Your consent to the collection, transfer, sharing handling, management, storage, disclosure and other uses of the information of the User by Us/third parties as described herein.

6. YOUR CONSENT

- You, hereby, accord your consent to the collection, transfer, sharing, handling, management, storage, disclosure and other uses of the information of the User by Us/third parties as described herein.

7. SERVICE PROVIDERS

- We, like many businesses, sometimes hire other companies ("**Service Providers**") to perform certain business-related functions. Examples include but are not limited to, maintaining databases and hosting services. When we employ a Service Provider to perform a function of this nature, we provide it with the information that it needs, to perform its specific function, which may include information of the Users collected by us through the Technology.
- All information that we provide to a Service Provider will be governed by Our Privacy Policy.

8. YOUR PRIVACY POLICY AND USER NOTICE.

You will (i) prior to allowing Users to install the Application (in the Application description); or (ii) at the time Data is first collected from the User; or (iii) when Your Application is opened for the first time:

- provide Users with clear, meaningful, and prominent notice of a legally sufficient privacy policy that describes how You collect, use and disclose information that is collected from Users' mobile devices through the Application;
- disclose that the Application is Ad-supported;
- disclose Your relationship with Us; and
- provide easy mechanism to the Users with respect to access, rectification, erasure of Data, restriction or objection to processing or withdrawal of consent thereto.

9. PUBLICITY AND CONFIDENTIALITY

You will:

- protect and not disclose information made available by Us that is identified as confidential or that reasonably should be considered confidential;

- use this information only to fulfill Your obligations of Your original agreement with Us; and
- either destroy or return all such information to us promptly when the original agreement terminates or upon request made by us, whichever is earlier (and, upon request, confirm such destruction in writing).
- for clarity, Advertising Data is our confidential information and may only be used or disclosed as permitted under this Privacy Policy. This article covers all confidential information regardless of when you receive it.
- You will not issue any press release or make any other public communication with respect to the provisions of the original agreement with Us, Your use of the Ads or content, the Program or Your participation in the Program.
- You will not misrepresent or embellish the relationship between You and Us or any Advertiser (including by expressing or implying that We or Advertiser support, sponsor, endorse, or contribute to any charity or other cause), or express or imply any relationship or affiliation between You and Us, any Advertiser, or any other person or entity except as expressly permitted by the original agreement with Us.

10. LEGAL REQUIREMENTS

We may disclose information of the User(s) if required to do so by law or in good faith that such action is necessary to:

- comply with a legal obligation;
- protect and defend Our rights or property, as may be legally possible;
- act in urgent circumstances to protect the personal safety of User(s) or the public, or
- protect us against any legal liability.

Moreover, you hereby consent to the disclosure of any record or communication to any third party including the government authorities in accordance with the applicable laws (*as may be defined in the original agreement*).

11. DATA RETENTION

- We will retain Data that we process on behalf of Users for as long as needed in order to provide our services and as required by the applicable laws (*as may be defined in the original agreement*).

12. SHARING OF INFORMATION

- As part of our on-going efforts to deliver the most applicable targeted Ads to Publisher or SaaS Partner, We may use information of Users log files, web beacons and cookies to collect data from browsers, Advertiser(s) and third party sites to Aggregate information. The said information collected is used for targeting purposes only, and enables Us to determine which Ads perform well, allows Us to more effectively match Ads and website content to Users' interests, assists Us in improving the operation of Our services, helps Us maintain the quality of Our services, enhances Our services to Our SaaS Partners and other Publishers, and enables Us to provide general statistics to Our SaaS Partners and Publishers regarding use of our services.
- In pursuance of the same, SVG shall share information of the User for the limited purposes provided

in this privacy policy or the original agreement that you may enter into with us. This inter alia includes the following:

- To enable third party Service Providers to assist or facilitate in the services We provide to SaaS Partners or Publisher;
- We also may share information with Advertisers, Publishers and other third parties solely for analytics and reporting in such a form which does not enable identification of the User and is available as a statistical measure.
- To comply with applicable laws and regulations or to respond to a subpoena, search warrant or other lawful request for information received by Us, whether or not a response is required by applicable law;
- To enforce Our terms of use Our Technology or to protect Our rights;
- To protect the safety of members of the public and users of the service;
- With vendors, administrative service providers, technology providers, and carefully selected partners for data validation, enhancement, information verification and suppression services or;
- For any other purpose for which you provide consent.

13. INSTRUCTIONS TO OPT OUT

- **iOS Users (Limit Ad Tracking)**

Limit Ad Tracking may be enabled on iOS by opening "Settings," then tapping on "Privacy," then "Advertising", and sliding the Limit Ad Tracking switch to "On".

- **Android Users**

In order to opt out the Android Users may follow the steps mentioned below:

Step 1: Open Google Settings on **Android** device by tapping on menu and then on Google Settings once all apps are displayed on the screen.

Step 2: Locate and tap on the **Ads** menu under Services.

Step 3: Tap on "**reset advertising ID**" on the new page.

14. INSTRUCTIONS FOR COOKIE OPT OUT

The User can clear and manage the cookies in browser settings at any time. It may be noted that if all types of cookies are cleared, it might affect how certain features work and enables a smooth and personalized experience.

The User can follow the given set of instructions to delete cookies in the respective browsers:

STEPS TO DELETE COOKIES:

1 CHROME

- a. On your computer, open Chrome
- b. At the top right, click more.
- c. Click More tools >Clear browsing data
- d. At the top, choose a time range. To delete everything, select All-time
- e. check the box Next to "Cookies and other site data"
- f. Click Clear data

2 INTERNET EXPLORER

- a. Open internet explorer
- b. In Internet Explorer, select the **Tools** button
- c. Point to **Safety**, and then select **Delete browsing history**.

3 SAFARI

Choose Safari > Preferences> click Privacy>Then Click Manage Website Data> select one or more websites> then click Remove or Remove All.

4 MOZILLA

- a. Click on the menu button in the upper right corner
- b. Select Options
- c. In the Privacy section, click on Clear your recent history. From the drop-down menu next to Time range to clear, select everything, then click on Clear Now
- d. In the left-side column, click on Advanced, then go to the Network tab
- e. In the Cached Web Content section, click on Clear Now

15. MISCELLANEOUS

- Other websites:

The Technology may contain links to third-party owned and/or operated websites. We are not responsible for the privacy practices or the content of such websites. We suggest that you contact these third parties directly for information regarding their privacy, security and data collection and distribution policies prior to providing them with any information.

- Security:

SVG Media Private Limited being a Dentsu Aegis Network company is a member of Interactive Advertising Bureau (“**IAB**”).We are in compliance with EU GDPR and require you to be in compliance with the same or any other applicable data protection laws. We hereby further confirm that we are in compliance with third party ad serving requirement of Google Display Network. You hereby affirm that you are also in compliance with third party ad serving requirement of Google Display Network.

We employ reasonable technical, administrative and physical safeguards to protect the confidentiality and security of information of the Users. We use industry-recognized technical safeguards, such as firewalls, and have adopted and implemented security procedures to protect information of Users from loss, misuse or unauthorized alteration. Notwithstanding Our efforts, we cannot guarantee absolute or unqualified protection of such information given the open nature and resulting instability of the internet and World Wide Web, and we make no representations or warranties as to the effectiveness of our security and assume no liability for security breaches.