# **Privacy Policy**

RICHMINT DIGITECH SERVICES OÜ, a company incorporated in Estonia, with registry code 16335932 and its registered office at Parnu Maakond, Parnu Linn, Papiniidu TN 5-706, 80042, Estonia ("us", "we", or "RICHMINT", which also includes its affiliates) is the author and publisher of this website ("Website") on the world wide web as well as the software and applications provided by RICHMINT, including but not limited to the mobile application (together with the Website, referred to as the "Services").

This privacy policy ("**Privacy Policy**") explains how we collect, use, share, disclose and protect personal information about the Users of the Services, and the visitors of Website (jointly and severally referred to as "you" or "Users" in this Privacy Policy). We created this Privacy Policy to demonstrate our commitment to the protection of your privacy and your personal information. Your use of and access to the Services is subject to this Privacy Policy and our Terms and Conditions.

BY USING THE SERVICES OR BY OTHERWISE GIVING US YOUR INFORMATION, YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD AND AGREED TO THE PRACTICES AND POLICIES OUTLINED IN THIS PRIVACY POLICY AND AGREE TO BE BOUND BY THE PRIVACY POLICY. YOU HEREBY CONSENT TO OUR COLLECTION, USE AND SHARING, DISCLOSURE OF YOUR INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. WE RESERVE THE RIGHT TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THE TERMS OF THIS PRIVACY POLICY, AT OUR SOLE DISCRETION, AT ANY TIME. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY AT ANY TIME, DO NOT USE ANY OF THE SERVICES OR GIVE US ANY OF YOUR INFORMATION. IF YOU USE THE SERVICES ON BEHALF OF SOMEONE ELSE (SUCH AS YOUR CHILD) OR AN ENTITY (SUCH AS YOUR EMPLOYER), YOU REPRESENT THAT YOU ARE AUTHORISED BY SUCH INDIVIDUAL OR ENTITY TO (I) ACCEPT THIS PRIVACY POLICY ON SUCH INDIVIDUAL'S OR ENTITY'S BEHALF, AND (II) CONSENT ON BEHALF OF SUCH INDIVIDUAL OR ENTITY TO OUR COLLECTION. USE AND DISCLOSURE OF SUCH INDIVIDUAL'S OR ENTITY'S INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY.



#### **COLLECTION OF PERSONAL INFORMATION**

Generally some of the Services require us to know who you are so that we can best meet your needs. When you access the Services, or through any interaction with us via emails, telephone calls or other correspondence, we may ask you to voluntarily provide us with certain information that personally identifies you or could be used to personally identify you. You hereby consent to the collection of such information by RICHMINT. Without prejudice to the generality of the above, information collected by us from you may include (but is not limited to) the following:

- i. contact data (such as your email address and phone number);
- ii. demographic data (such as your gender, your date of birth and your pin code);
- iii. data regarding your usage of the Services and history of the use of Services:
- iv. other information that you voluntarily choose to provide to us (such as information shared by you with us through emails, instant messaging or letters).
- v. financial information such as bank accounts, credit and debit card details or other payment instrument details;
- vi. physical, physiological and mental health condition; and,
- vii. details as provided at the time of registration or thereafter.

RICHMINT will be free to use, collect and disclose information that is freely available in the public domain without your consent.

## PRIVACY STATEMENTS.

This section applies to all users.

Accordingly, a condition of each User's use of and access to the Services is their acceptance of the Terms and Conditions, which also involves acceptance of the terms of this Privacy Policy. Any User that does not agree with any provisions of the same has the option to discontinue the Services provided by RICHMINT immediately.





All the information provided to RICHMINT by a User is voluntary. You understand that RICHMINT may use certain information of yours (a) for the purpose of providing you the Services, (b) for commercial purposes and in an aggregated or non-personally identifiable form for research, statistical analysis and business intelligence purposes, (c) for sale or transfer of such research, statistical or intelligence data in an aggregated or non-personally identifiable form to third parties and affiliates (d) for communication purpose so as to provide You a better way of booking appointments and for obtaining feedback in relation to the Practitioners and their practice, (e) debugging customer support related issues.

RICHMINT also reserves the right to use information provided by or about the User for the following purposes:

- i. Contacting Users for offering new products or services.
- ii. Contacting Users for taking product and Service feedback.
- iii. Analyzing software usage patterns for improving product design and utility.
- iv. Analyzing anonymized practice information for commercial use.
- V. Disclosing such information in accordance with any instructions or guidelines provided by the User.

By affirming your assent to this Privacy Policy, you provide your consent to such use, collection and disclosure as required under applicable law.

You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of account registration. If your personal information changes, you may correct, delete inaccuracies, or amend information by making the change on our member information page or by contacting us.





We will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable. If you provide any information that is untrue, inaccurate, out of date or incomplete (or becomes untrue, inaccurate, out of date or incomplete), or RICHMINT has reasonable grounds to suspect that the information provided by you is untrue, inaccurate, out of date or incomplete, RICHMINT may, at its sole discretion, discontinue the provision of the Services to you. There may be circumstances where RICHMINT will not correct, delete or update your personal data, including (a) where the personal data is opinion data that is kept solely for evaluative purpose; and (b) the personal data is in documents related to a prosecution if all proceedings relating to the prosecution have not been completed.

If you wish to cancel your account or request that we no longer use your information to provide you Services, contact us. We will retain your information for as long as your account with the Services is active and as needed to provide you the Services. We shall not retain such information for longer than is required for the purposes for which the information may lawfully be used or is otherwise required under any other law for the time being in force. After a period of time, your data may be anonymized and aggregated, and then may be held by us as long as necessary for us to provide our Services effectively, but our use of the anonymized data will be solely for analytic purposes. Please note that your withdrawal of consent, or cancellation of account may result in RICHMINT being unable to provide you with its Services or to terminate any existing relationship RICHMINT may have with you.

If you wish to opt-out of receiving non-essential communications such as promotional and marketing-related information regarding the Services, please send us an email.

RICHMINT may require the User to pay with a credit card, wire transfer, debit card or cheque for Services for which amount(s) is/are payable. RICHMINT will collect such User's credit card number and/or other financial financial institution information such as bank account





numbers and will use that information for the billing and payment processes, including but not limited to the use and disclosure of such credit card number and information to third parties as necessary to complete such billing operation. Verification of credit information, however, is accomplished solely by the User through the authentication process. User's credit-card/debit card details are transacted upon secure sites of approved payment gateways which are digitally under encryption, thereby providing the highest possible degree of care as per current technology. However, RICHMINT provides you an option not to save your payment details. User is advised, however, that internet technology is not full proof safe and User should exercise discretion on using the same.

Due to the communications standards on the Internet, when a User or the End-User or anyone who visits the Website, RICHMINT automatically receives the URL of the site from which anyone visits. RICHMINT also receives the Internet Protocol (IP) address of each User's computer (or the proxy server a User used to access the World Wide Web), User's computer operating system and type of web browser the User is using, email patterns, as well as the name of User's ISP. This information is used to analyze overall trends to help RICHMINT improve its Service. The linkage between User's IP address and User's personally identifiable information is not shared with or disclosed to third parties. Notwithstanding the above, RICHMINT may share and/or disclose some of the aggregate findings (not the specific data) in anonymized form (i.e., non-personally identifiable) with advertisers, sponsors, investors, strategic partners, and others in order to help grow its business.

The Website uses temporary cookies to store certain information that is used by RICHMINT and its service providers for the technical administration of the Website, research and development, and for User administration. In the course of serving advertisements or optimizing services to its Users, RICHMINT may allow authorized third parties to place or recognize a unique cookie on the User's browser. The cookies however, do not store any personal information of the User.





You may adjust your internet browser to disable cookies. If cookies are disabled you may still use the Website, but the Website may be limited in the use of some of the features.

A User may have limited access to the Website without creating an account on the Website. In order to have access to all the features and benefits on our Website, a User must first create an account on our Website. To create an account, a User is required to provide the following information, which such User recognizes and expressly acknowledges is personal information allowing others, including RICHMINT, to identify the User: name, User ID, email address, state, ZIP/postal code, age, phone number, password chosen by the User and valid financial account information. Other information requested on the registration page, including the ability to receive promotional offers from RICHMINT, is optional. RICHMINT may, in future, include other optional requests for information from the User to help RICHMINT to customize the Website to deliver personalized information to the User.

This Privacy Policy applies to any and all Services that are owned and operated by RICHMINT. RICHMINT does not exercise control over the sites displayed as search results or links from within its Services. These other sites may place their own cookies or other files on the Users' computer, collect data or solicit personal information from the Users, for which RICHMINT is not responsible or liable. Accordingly, RICHMINT does not make any representations concerning the privacy practices or policies of such third parties or Terms and Conditions of such websites, nor does RICHMINT guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by RICHMINT of the website, the website's provider, or the information on the website. If you decide to visit a third party website linked to the Website, you do this entirely at your own risk. RICHMINT encourages the User to read the privacy policies of that website.





The Website may enable User to communicate with other Users or to post information to be accessed by others, whereupon other Users may collect such data. Such Users, including any moderators or administrators, are not authorized RICHMINT representatives or agents, and their opinions or statements do not necessarily reflect those of RICHMINT, and they are not authorized to bind RICHMINT to any contract. RICHMINT hereby expressly disclaims any liability for any reliance or misuse of such information that is made available by Users or visitors in such a manner.

RICHMINT has implemented best international market practices and security policies, rules and technical measures to protect the personal data that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss. However, for any data loss or theft due to unauthorized access to the User's electronic devices through which the User avails the Services, RICHMINT shall not be held liable for any loss whatsoever incurred by the User.

RICHMINT implements reasonable security practices and procedures and has a comprehensive documented information security programme and information security policies that contain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of RICHMINT's business.

RICHMINT takes your right to privacy very seriously and other than as specifically stated in this Privacy Policy, will only disclose your personal information in the event it is required to do so by law, rule, regulation, law enforcement agency, governmental official, legal authority or similar requirements or when RICHMINT, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms and Conditions.





## **CONFIDENTIALITY AND SECURITY**

Your personal information is maintained by RICHMINT in electronic form on its equipment, and on the equipment of its employees. Such information may also be converted to physical form from time to time. RICHMINT takes all necessary precautions to protect your personal information both online and off-line, and implements reasonable security practices and measures including certain managerial, technical, operational and physical security control measures that are commensurate with respect to the information being collected and the nature of RICHMINT's business.

No administrator at RICHMINT will have knowledge of your password. It is important for you to protect against unauthorized access to your password, your computer and your mobile phone. Be sure to log off from the Website when finished. RICHMINT does not undertake any liability for any unauthorised use of your account and password. If you suspect any unauthorized use of your account, you must immediately notify RICHMINT by sending an email. You shall be liable to indemnify RICHMINT due to any loss suffered by it due to such unauthorized use of your account and password.

RICHMINT makes all User information accessible to its employees, agents or partners and third parties only on a need-to-know basis, and binds only its employees to strict confidentiality obligations.

RICHMINT is not responsible for the confidentiality, security or distribution of your personal information by our partners and third parties outside the scope of our agreement with such partners and third parties. Further, RICHMINT shall not be responsible for any breach of security or for any actions of any third parties or events that are beyond the reasonable control of RICHMINT 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.





# **CHANGE TO PRIVACY POLICY**

RICHMINT may update this Privacy Policy at any time, with or without advance notice. In the event there are significant changes in the way RICHMINT treats User's personally identifiable information, or in the Privacy Policy itself, RICHMINT will display a notice on the Website or send Users an email, as provided for above, so that you may review the changed terms prior to continuing to use the Services. As always, if you object to any of the changes to our terms, and you no longer wish to use the Services, you may contact us to deactivate your account. Unless stated otherwise, RICHMINT's current Privacy Policy applies to all information that RICHMINT has about you and your account.

If a User uses the Services or accesses the Website after a notice of changes has been sent to such User or published on the Website, such User hereby provides his/her/its consent to the changed terms.

#### CHILDREN'S AND MINOR'S PRIVACY

RICHMINT strongly encourages parents and guardians to supervise the online activities of their minor children and consider using parental control tools available from online services and software manufacturers to help provide a child-friendly online environment. These tools also can prevent minors from disclosing their name, address, and other personally identifiable information online without parental permission. Although the RICHMINT Website and Services are not intended for use by minors, RICHMINT respects the privacy of minors who may inadvertently use the internet or the mobile application.

## **CONSENT TO THIS POLICY**

You acknowledge that this Privacy Policy is a part of the Terms and Conditions of the Website and the other Services, and you unconditionally agree that becoming a User of the Website and its Services signifies your (i) assent to this Privacy Policy, and (ii) consent to RICHMINT using, collecting, processing and/or disclosing





your personal information in the manner and for the purposes set out in this Privacy Policy. Your visit to the Website and usage of the Services is subject to this Privacy Policy and the Terms and Conditions.

This Privacy Policy shall be interpreted, construed and enforced in accordance with the laws of Estonia. Any dispute, controversy, or claim arising out of, or in connection with, this Privacy Policy, shall be finally settled by arbitration in accordance with the Rules of Arbitration Court of the Estonian Chamber of Commerce and Industry ("AC-ECCI"). The number of arbitrators shall be one and shall be appointed by AC-ECCI; the seat of the arbitration shall be Tallinn, Estonia; and the arbitral proceedings shall be conducted in English language. The decision of the arbitrator shall be enforceable by any court of competent jurisdiction.

