



## UserExperior Privacy Policy

**Updated on 22<sup>nd</sup> May 2019**

UserExperior Technologies Pvt Ltd. incorporated In India herein referred to as "**UserExperior**", provides it customers with the ability to analyse how their end users ("customers end users") interact with their mobile apps and issues they experience while using their apps via the UserExperior service. UserExperior respects the privacy of the subscribers of its Services and ("the "**Subscriber**" or "**you**") and is fully committed to protect the personal information that users share with it in connection with the use of the Site and/or Service.

This Privacy Policy (the "**Privacy Policy**") is intended to describe our practices regarding the information we may collect from you when you use the Service (or any part thereof), the manners in which we may use such information, and the options and rights available to you. We are always ready to address questions and concerns regarding this privacy policy and our privacy practices. We continually strive to find new ways to enhance the experience of UserExperior Service and/or the UserExperior websites and we may modify this Privacy Policy from time to time to reflect changes in our privacy practices. All users, including Customers and Customer End Users, are encouraged to review this Privacy Policy periodically and to check the "Last Updated" date at the top of the Privacy Policy for the most recent version. If we make changes to this Privacy Policy, we will notify you here, by email, the UserExperior Service or UserExperior Websites.

### **1. Your Consent**

BY ACCESSING AND/OR USING THE SERVICE AND/OR THE SITE AND/OR BY OPENING AN ACCOUNT AND/OR BY INSTALLING USEREXPERIOR SDK, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS PRIVACY POLICY, INCLUDING TO THE COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION (AS DEFINED BELOW). IF YOU DISAGREE TO ANY TERM PROVIDED HEREIN, PLEASE DO NOT INSTALL, ACCESS, OR USE THE SERVICE AND/OR THE SITE IN ANY MANNER WHATSOEVER, AND PROMPTLY ERASE, REMOVE AND UNINSTNALL THE SERVICES (INCLUDING THE USEREXPERIOR SDK) AND ANY PART THEREOF FROM YOUR SYSTEMS.

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Please note: you are not obligated by law to provide us with any Personal Information. You hereby acknowledge and agree that you are providing us with Personal Information at your own free will, for the purposes described in Section 4 below, and that we may retain such Personal Information in accordance with this Privacy Policy and any applicable laws and regulations.

## **2. Which information we may collect on our Users?**

**We may collect two types of data and information from our Subscribers:**

**(i) Non-personal Information**, which is un-identified and non-identifiable information, without particular reference to the identity of the Subscriber from which such information was collected; and

**(ii) Personal Information**, which is individually, identifiable information that identifies an individual, or may with reasonable effort identify an individual, either alone or in combination with other information, or may be of private or sensitive nature.

For the avoidance of doubt, any Non-personal Information connected or linked to any Personal Information shall be deemed as Personal Information as long as such connection or linkage exists.

Personal and Non-personal Information which is being gathered in connection with the site and/or service may consist of the following:

Subscribers who are interested in opening an Account in order to use our Services should provide details via the registration form of the Site (namely, name, address, e-mail address, company, the name of its Application, phone number). In addition, we may collect Personal Information in order to charge the Subscriber for our Services.

**We do not collect any Personal Information from you or related to you without your approval, which is obtained, *inter alia*, through your active acceptance to the Terms and the Privacy Policy.**

### **3. How Do We Collect Information on Our Subscribers?**

There are two main methods we use to collect information:

- a. **We collect Non-personal Information through your use of the Site and/or Service.** In other words, when you are using the Site and/or Service we are aware of it and may gather, collect and record certain information relating to such usage.
- b. **We collect Personal Information which you provide us voluntarily** when you register to our Site and open an Account by completing the registration form. We store the Personal Information either independently or through the help of our authorized third-party service providers as detailed below.

### **4. What are the Purposes of the Collection of Information?**

We collect Non-personal and Personal Information in order to provide, operate and improve the Site and Services, including for statistical and research purposes; to enable us to further develop, customize and improve the Site and/or Service based on Subscribers' common preferences, uses, attributes and anonymized data; to create and provide our research and business partners and affiliates with anonymized data and other aggregated, statistical and/or inferred Non-personal Information; to enable us to provide our Subscribers with a better user experience, with more relevant and accurate information, services, features and functionalities, and with technical assistance and support; and in order to abide by any applicable law.

### **5. Sharing Information with Third Parties**

UserExperior will not share any Personal Information it collects with any third party, except in the following cases: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; (b) to enforce this Privacy Policy and/or the TOU, including investigation of potential violations thereof; (c) to detect, prevent, or otherwise address fraud, security or technical issues; (d) to respond to User's support requests; (e) respond to claims that any content available on the Site violates the rights of third-parties; (f) to respond to claims that contact information (e.g. name, e-mail address, etc.) of a third-party

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had been posted or transmitted without their consent or as a form of harassment; (g) to protect the rights, property, or personal safety of UserExperior, its Users, or the general public; (h) when UserExperior is undergoing any change in control, including by means of merger, acquisition or purchase of all or substantially all of its assets; (i) to collect, hold and/or manage your Personal Information through its authorized third party service providers (for example, its hosting service provider, or authorized re-sellers), as reasonable for business purposes, which may be located in countries outside India, including but not limited to the United States of America, and/or any country that does not have the same data protection laws as your jurisdiction; (j) to enable payment through certain online payment method (see Section 11 below); or (k) pursuant to your explicit approval prior to the disclosure.

For avoidance of doubt, the Company may transfer and disclose to third parties or otherwise use Non-personal Information at its own discretion.

## **6. Privacy of End-User Data**

As part of the operation of our Service you may provide us with data about your End-User's use of your mobile application (the "**End-User Data**"), such as:

(a) **Non-personal Information regarding the End-Users:** which consists of technical information and aggregated usage information, and may contain, among other things: (i) the End- User's type and version of operation system; (ii) the End User's usage length; (iii) the End-User's phone model; (iv) the End-User's country; (v) screens the End-User visited in the your mobile application; (vi) the End-Users touch gestures performed in your mobile application; (vii) the End-User's scrolling activity; (viii) the End-User's test; and (viv) any other actions the End-User performed during his/her use of your mobile application.

(b) **Personal Information regarding the End-User:** as detailed in our Terms, you can choose not to provide us any Personal Information with respect to Your End-Users (please refer to the Terms). If you choose to provide us with such Personal Information, you must receive the End-User's explicit consent for such use. Personal Information regarding the End Users may contain among other things the End-User's name, gender, address, photos and other Personal Information displayed by the End-User on your mobile application.

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Our Services and the USEREXPERIOR SDK will not collect the End-User's IP address, nor any information about other programs that the End-Users are running on their mobile phone/computer. The USEREXPERIOR SDK does not track the End-User's activity across applications that do not use the Services, and will not collect any passwords entered into the End-User's mobile phone/computer.

We will use the End-User Data only for the following purposes: (1) to store and process End-User Data for the preparation and delivery of our Services, including compiled analytics Reports; (2) for use on an anonymous basis, in the aggregate, to perform "application uses" analysis and statistical reports, *inter alia*, to operate and improve our Services; and (3) for the purposes which are specified in Section 4. We reserve the right to retain the End-User Data we process on your behalf for as long as we are providing you with the Services and for a reasonable time thereafter, according to the data retention plan that the User has purchased or a longer period as legally required.

As further detailed herein and in the Terms, we have no direct relationship with the individual End-Users. Therefore, an End-User who seeks to correct, amend, delete inaccurate End-User Data or withdraw consent for further use of its End-User Data should direct its query to the applicable Subscriber he/she deals with directly. If the Subscriber requests us to remove such data we will do that, per section 7 below.

## **7. Modification or Deletion of Personal Information**

If for any reason you wish to modify your Personal Information you can do so yourself on the Site or send us an email to: [contact@userexperior.com](mailto:contact@userexperior.com). If for any reason you wish to delete your or any End-User's Personal Information you can send us an email to [contact@userexperior.com](mailto:contact@userexperior.com). We will make reasonable efforts to modify or delete any such Personal Information pursuant to any applicable privacy laws.

Note that unless you instruct us otherwise we may retain your Personal Information for a period of 12 months or a longer period as reasonably needed to provide you with the Service and/or as legally required.

## **8. Security**

We take a great care in implementing and maintaining the security of the Site, the Service and the Subscriber's Personal Information. The Personal Information is hosted on Amazon Web Services, which provides advanced security features. UserExperior employs industry standard procedures to ensure the safety of its Subscribers' Personal Information, and prevent unauthorized use of any such information. However, we do not and cannot guarantee that unauthorized access will never occur.

## **9. Third Party Software/Service**

While providing the Site and/or Service we may be using third party software and/or services, in order to collect, store and/or process the information detailed herein. Such software/services include without limitation, Google Analytics (<http://www.google.com/analytics/>) and Amazon Web Services, which privacy policy can be found at: <http://aws.amazon.com/privacy/>.

## **10. Direct Marketing**

You hereby agree that UserExperior and its authorized re-sellers may use your contact details for the purpose of informing you of products and services offered by us and to send you newsletters. You may withdraw your consent via sending a written notice to UserExperior by email to the following address: [contact@UserExperior.com](mailto:contact@UserExperior.com).

## **11. Changes to the Privacy Policy**

The Company reserves the right to change this Privacy Policy at any time and its sole discretion, so please re-visit this page frequently. We will provide notice of substantial changes of this Privacy Policy on the Site. Such substantial changes will take effect seven (7) days after such notice was provided on any of the above mentioned methods. Otherwise, all other changes to this Privacy Policy are effective as of the stated "Last Revised" date, and your continued use of the App after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

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By contacting us, you represent that you are free to do so and that you will not knowingly provide the Company with information that infringes upon third parties' rights, including any intellectual property rights. You further acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such information provided, shall belong exclusively to the Company, and we may use or refrain from using any such information at our sole discretion.