

BLUEPOND.AI

Privacy Policy

Version 1 – Approved by InfoSec Officer

Contents

1. Objective
2. Scope
3. Applicability
4. High Level Policy
5. Orders And Subscriptions
6. Security, Integrity and Confidentiality
7. Data Sharing
8. Document Security Classification
9. Non-Compliance
10. Responsibilities
11. Schedule

1. Objective

This policy outlines mandatory privacy measures that application and platform users must adhere to at all times while interacting and building with the BluePond AI application and platform. Privacy and security of any kind of information processed by BluePond AI application and platform is confidential to us and we recognise the need to treat this information in an appropriate and lawful manner.

Bluepond AI's primary goal is to guarantee that applications and platforms remain devoid of security flaws and compliant with privacy standards.

2. Scope

The policy is applicable to all staff members(full-time, part-time, consultants and contractors) working or associated with BluePond AI application and platform. From time to time, BluePond AI may develop new or offer additional services. If the introduction of these new or additional services results in any material change to the way we collect or process data BluePond AI will provide you with more information or additional terms or policies. Unless stated otherwise when BluePond AI introduces these new or additional services, they will be subject to this Privacy Policy by default.

3. Applicability

The policy statements are applicable to all the associates under delivery, business units, competency units, innovation centers of Bluepond AI.

4. High Level Policy

Throughout the phases of application and platform (development, production, and operational environments) BluePond AI prioritizes security and privacy through implementation of respective Privacy processes and guidelines adhering to the lawful Privacy guidelines.

BluePond AI does not collect or consume any personation information from its customers. In case of any information collection BluePond AI will specify in an explicit and legitimate manner to the purpose of collection and manner in which it will be used/ processed with full transparency. Any information collected will not be re-used for any purpose that is incompatible with the original purpose for which it was collected.

- All BluePond AI staff members are responsible for ensuring that appropriate technical and organisational policies and procedures are in place so that customer information is held securely.
- All BluePond AI staff members at all times will ensure that they comply with all policies and procedures in relation to security.
- All BluePond AI staff members will ensure that all no personal information is collected or used from any customer
- Any new projects or changes to processes which involves any kind of information gathering will be assessed for any security and privacy risks and a Data Protection Impact Assessment must be undertaken before implementing the same.

5. Orders And Subscriptions

- 5.1 An Order submitted by the Customer constitutes an offer to purchase the Services subject to these Terms. No other terms, whether express or implied, including any terms the Customer may try to impose, shall have any effect.
- 5.2 An Order shall be deemed accepted by the Customer on the earlier of (a) its written confirmation of acceptance of the Order; or (b) the Customer being granted access to the Services. The Customer, in its discretion, may decline an Order once accepted. However, a binding contract is formed subject to these Terms and such Order may not be withdrawn or varied, except in accordance with these Terms and subject to mutual agreement within the concerned parties.
- 5.3 From time to time, the Customer may purchase additional Subscriptions. Unless otherwise stated, each Subscription shall constitute a separate contract, subject to these Terms and any additional terms agreed to at the time of purchase.
- 5.4 Each Subscription purchased by the Customer shall continue for its respective Subscription Term, as specified in the Order.
- 5.5 Subject to the restrictions set out in this clause and the other provisions in these Terms, the Customer is bound by a non-exclusive, non-transferable right to permit the Authorised Users to access and use the Services during the Subscription Term solely for the Customer's internal business operations. This licence is subject to the Customer purchasing the required number of Subscriptions in accordance with these Terms.

5.6 The Customer agrees and undertakes that:

(a) in the case of a Single User Subscription, only a single designated individual may access and use that Subscription and it may not be used by any other person unless it is reassigned in its entirety to another individual with the Customer's consent, in which case the prior individual shall no longer have any right to access or use the Subscription;

(b) in the case of a Multi-User Subscription, the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of individuals specified in the Order and no Subscription may be used by any other person unless it is reassigned in its entirety to another individual with the Customer's consent, in which case the prior individual shall no longer have any right to access or use the Subscription;

(c) each Authorised User shall keep a secure password of adequate complexity for their use of the Services and Documentation, and that each Authorised User shall keep their password confidential;

(d) if during any of the audits conducted by BluePond AI reveal that any Subscription has been provided to any individual who is not an Authorised User, or used by multiple individuals, then without prejudice to the Customer's other rights, BluePond AI may disable such Subscriptions or suspend the Customer's access to the Services until the Customer purchases the requisite number of Subscriptions;

5.7 The Authorised Users are not allowed to, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) is otherwise illegal or causes damage or injury to any person or property; and BluePond AI reserves the right, without liability or prejudice to disable the Customer's access to any material that breaches the provisions of this clause.

5.8 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by Terms between the parties:

- (i) and except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the application or platform and/or Documentation (as applicable) in any form or media or by any means; or
- (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the application or platform; or
- (b) access all or any part of the Services and Documentation in order to build an application or platform which competes with the Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the application or platform and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the application or platform and/or Documentation, other than as provided under this clause

5.9 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the application or platform and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify BluePond AI team.

6. Security, Integrity and Confidentiality

6.1. Non-personal Identification Information We Collect

We may collect non-personal identification information about Users whenever they interact with our application or platform. Non-personal identification information may include the browser name, the type of computer, and technical information about Users' means of connection to our application or platform, such as the operating system and the Internet service providers utilized and other similar information.

6.1.1 How We May Use Collected Information

We will use your Personal Information only as described in this Privacy Policy and shall Process your Personal Information only if We have a legal basis to. We may use your Personal Information in the following ways:

- a) To respond to communications from you,
- b) To carry out market research,
- c) To analyze your use of BluePond AI's application or platform,
- d) To gather feedback to enable Us to continually improve our application or platform and your user experience,

- e) To adapt your preferences to your experience on our application or platform,

6.2 Proprietary Rights

The Customer acknowledges and agrees that BluePond AI owns all intellectual property rights in the Services (including the Software, Documentation, Supplier Materials and Authorised User metrics). Except as expressly stated herein, these Terms do not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services

6.3 Web-browser Cookies & Similar Technologies

- a) BluePond AI's application or platform may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by us. We use Cookies to facilitate and improve your experience of our application or platform and to provide and improve our services.
- b) While using BluePond AI's application or platform you may also receive certain third-party Cookies on your computer or device. Third party Cookies are those placed by websites, Services, and/or parties other than us. We use third party Cookies on our application or platform for multiple reasons.
- c) Before any Cookies are placed on your computer or device, you will be shown a prompt e.g. pop-up, message bar etc. requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling BluePond AI to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of our application or platform may not function fully or as intended.

7 Data Sharing

Information gathered by BluePond AI may be shared with partner organisations where this is required in relation to the purpose for which it was obtained. Any sharing of information will be done in a way that complies with the law, is fair and transparent. Any data sharing shall adhere in principle to BluePond AI's Information Security Policy, Data Retention Policy, Access Control Policy, Acceptable Usage Policy and Privacy Policy.

If any data sharing requests from third parties then BluePond AI has full disclose to deny such a request unless deemed under law.

8 Document Security Classification

Company Internal (please refer to the Data Classification policy for details).

9 Non-Compliance

Compliance with this policy shall be verified through various methods, including but not limited to automated reporting, audits, and feedback to the policy owner. Any staff member found to be in violation of this policy may be subject to disciplinary action, up to and including termination of employment or contractual agreement. The disciplinary action shall depend on the extent, intent, and repercussions of the specific violation.

10 Responsibilities

The Information Security Officer is responsible for approving and reviewing policy and related procedures. Supporting functions, departments, and staff members shall be responsible for implementing the relevant sections of the policy in their area of operation.

11 Schedule

This document shall be reviewed annually and whenever significant changes occur in the organization.

End of Privacy Policy. For version history, please see the next page.

Version History

Version	Log	Date
1 Current	Policy version approved by Sachin	17 Apr, 2024
1	New Policy version Created	17 Apr, 2024