

PRIVACY POLICY

1. INTRODUCTION TO MLYMPIX

1.1. M/s Parkinnov Funtech Private Limited, a private company incorporated and registered under the Companies Act, 2013, and having its registered office at B-62 University Marg, Bapu Nagar, Jaipur, Rajasthan – 302015 (collectively referred to as “**MLYMPIX**”, “**Company**”, “**we**”, “**us**”, “**ours**”, synonymously as per the context of this Policy) and we have created this Application wherein you can play all the Games offered on our Application in various different mode as per your choice.

1.2. We understand the importance of connecting the right service providers with the right clients. That's why we've created a comprehensive Application that caters to a diverse range of individuals. Towards the same, we have introduced this Privacy Policy (referred to as “**Policy**”) to protect your data that has been shared over our Application i.e., *Mlympix* (referred to as “**Application**”).

2. INTRODUCTION TO PRIVACY POLICY

2.1. This Policy is made to protect the data that you share with Company. It lays down our parameters and approach regarding the collection, usage, storage, disclosure, and protection of your personally identifiable or other data as collected on our Application for all the purposes as illustrated under this Policy and as per the applicable laws for the time being in force.

2.2. The creator of this Policy ensures a steady commitment to your privacy concerning the protection of the invaluable information that you may share across this Mobile Application (referred to as “**Application**”) or on the Website (hereinafter to as “**Website**”) of the Company. This Policy contains information about the Application.

2.3.2.3. To provide you with our uninterrupted use of the Application and /or Website, we may collect and, in some circumstances, disclose information about you with your permission. To ensure better protection of your privacy, we provide this notice explaining our information collection and disclosure policies and the choices you make about how your information is collected and used.

3. **DEFINITIONS**

3.1. **Applicable Laws** - shall mean and refer to all the laws, rules, ordinances, by-laws, etc., and amendments after that, applicable within the territory of India.

3.2. **Content** - shall mean and refer to all the text, advertisement, graphics, User interfaces, visual interfaces, photographs, trademarks, logos, brand names, descriptions, sounds, music, artwork, video chat, audio chat and games details.

3.3. **Third Parties** - shall mean and refer to all the legal entities, either individual or entity linked on the Application apart from the Users and the creator of this Application, respectively.

3.4. **Service** - shall mean and refer to all Games available in various mode on our Application.

3.5. **Cookies** - it is a small piece of data/ software code that automatically tracks and stores the Data and the pattern on your hard drive or your device's web

browser. Cookies assist you in remembering your actions/information and preferences on the Application over time, which assists us in providing better Services on our Application and improving your use and browsing experience.

3.6. **Data** - shall refer to Business Information, Non-Personal Data, Personally Identifiable Data, and other details, whether individually or in combination, that you may provide on our Application when using accessing the Application.

3.7. **User** - refers to every individual who registers itself and creates an Account on the Application to avail of the Services provided by the Company.

4. **INTERPRETATION**

4.1. For interpretation in this Policy:

4.1.1. the terms “Customer”, “User”, "you", "your", and "yours" shall refer to any natural person or legal person who is either browsing our Application or availing our Services unless the context denotes otherwise;

4.1.2. the words denoting the singular shall include the plural and vice versa for interpretation in this Policy unless the context denotes otherwise;

4.1.3. the words denoting any gender include all genders for the purposes of interpretation in this Policy unless the context denotes otherwise;

4.1.4. the headings in this Policy are inserted for convenience only; and

4.1.5. the use of this Application is solely governed by the Terms of Use, this Privacy Policy, and any other relevant policies as updated on the Application.

5. COMPLIANCES

5.1. This Policy is framed and enforced per the Information Technology Act, 2000 and rules there under as applicable and the amended provisions about electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This legal document is published following the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 and Rule 4 of the Information Technology (Reasonable Security Practices and Procedures And Sensitive Personal Data or Information) Rules, 2011 of Information Technology Act, 2000 amended through Information Technology Amendment Act, 2008 that require publishing the Terms of Use and practices for access and usage of any functional Application.

5.2. This Policy is made in **inspiration** of the General Data Protection Regulation (GDPR), the GDPR gives individuals certain data rights. Accordingly, we are happy to offer transparency and access controls to help Users take advantage of those rights. As available, except as limited under applicable law, the rights afforded to individuals are:

5.2.1. right of access- the right to be informed of, and request access to, the data we process about you

5.2.2. right to rectification – the right to request that we amend or update your data where it is inaccurate or incomplete;

5.2.3. right to erasure- the right to request that we delete your data;

5.2.4. right to restrict – the right to request that we temporarily or permanently stop processing all or some of your personal data;

5.2.5. right to object – the right to object to us processing your personal data on grounds relating to your particular situation. Along with the right to

object to your personal data being processed for direct marketing purposes;

5.2.6. right to data portability – the right to request a copy of your personal data in electronic format and the right to transmit that personal data for use in another part’s service; and

5.2.7. right not to be subject to automated decision-making, the right to not be subject to a decision based solely on automated decision-making, including profiling, where the decision would have a legal effect on you or produce a similarly significant effect.

(*We are not in compliance with the GDPR Policy, the principles are inspiration to the Company only.)

6. APPLICABILITY

This Policy applies to all natural person who use our Application either by browsing it or registering on it or by availing of the Services on it. This Policy also applies to you by continuous access of the Application, even without any Account or Registration. This Policy, along with all the amendments made to it occasionally, applies to all natural persons.

7. WHY DO WE COLLECT DATA?

7.1. We may collect certain information to provide you with the best Services and a seamless experience while browsing the Application. We may collect certain information. We strive to improvise the Services and User experience the Application offers daily.

7.2. We collect and store the Data for any legal and regulatory requirements under applicable laws. We collect and maintain your Data to notify you of any changes in the Policy or operation of the Application.

7.3. The information you provide shall be used to provide and improve the service for you and all users and the following services, including but not limited to:

7.3.1. to provide you with services on your request;

7.3.2. for maintaining an internal record;

7.3.3. to enhance the Services provided on the Application, including our Game interface, mode, style, etc.; and

7.3.4. for maintaining records under the legal and statutory provisions.

7.4. We use your tracking information, such as IP addresses and Device ID, to help identify you, gather broad demographic data, and make further services available. We will not sell, license, or trade your personal information. We will not share your personal information with others unless they act under our instructions or we are required to do so by law. Information collected via our server logs includes Users' IP addresses and the pages visited; this will be used to manage the web system and troubleshoot problems. We also use third-party analytics, tracking, optimization, and targeting tools to understand how Users engage with our Application so that we can improve it and cater personalised content/ads according to their preferences.

8. WHAT DO WE COLLECT?

8.1. We are committed to respecting your online privacy. We further recognise your need for appropriate protection and management of any Personal Information you share with us. We may collect the following information:

8.1.1. if you register using your Google Account: your first name, last name, and email address will be collected;

- 8.1.2. if you register using your Apple ID; your first name, last name, and email address will be collected;
- 8.1.3. if you register using your Truecaller or any third-party: name, contact details, mobile number, and email;
- 8.1.4. if you register using your Facebook Account, we collect your first and last names as they appear on your account and the URL to your profile picture. Suppose you have provided permission to Facebook through their in-app privacy option (which appears just before you register on our Application). In that case, we may collect your gender, age, or email id, depending on your permission;
- 8.1.5. information is collected through permission derived by the Application for location access, storage permissions, etc.;
- 8.1.6. tracking information such as but not limited to, the IP address of your device and Device ID when connected to the Internet. This information may include the URL that you just came from (whether this URL is on the Application or not), which URL you next go to (whether this URL is on the Application or not), your computer or device browser information, and other information associated with your interaction with the Application;
- 8.1.7. proof in-app purchases as made to the Google Play-store or Apple App Store. Please note that the option is currently available to a limited number of Users;
- 8.1.8. proof of subscription plan as paid to Company or Google Play-store, or Apple App Store, or any third-party, as per the direction of the Company; and
- 8.1.9. details of Application usage for analytics.

9. HOW DO WE COLLECT THE DATA?

9.1. When collecting personal information, we will identify the purposes for which information is being collected. Suppose the same is not determined to you. In that case, you have the right to request the Company to elucidate the purpose of collecting said personal information, pending the fulfilment of which you shall not be mandated to disclose any information. We will collect and use your personal information solely to fulfil those purposes specified by us, within the scope of the consent of the individual concerned or as required by law. We will only retain personal information as long as necessary to fulfil those purposes. We will collect personal information by lawful and fair means and with the knowledge and consent of the individual concerned.

9.2. Personal Data should be relevant to the purposes for which it is to be used and, to the extent necessary, should be accurate, complete, and up-to-date.

9.3. We collect information about your activity on our Application, which includes the sites from which you accessed our Application, the date and time of each visit, searches you have performed, listings or advertisement banners you clicked, your interaction with such advertisements or listings, duration of your visit and the order in which you visit the content on our Application.

10. VALIDATION OF YOUR MLYMPIX ACCOUNT

10.1. We validate the Accounts of Mlympix Users by using SMS verification to ensure that each account is associated with a genuine and

unique User. If you do not agree to validate your account, then your account will remain active, and you will be able to use our Services with limited functionality.

10.2. If you create several Mlympix Accounts using the same mobile number or email id, all such accounts will have limited functionality, and you will be asked to choose one. The account you chose will return to full functionality, and the rest of the accounts will remain to have limited functionality or be disabled permanently.

10.3. Users can request SMS messages with verification codes within 24 hours. Account validation is done once for each account until the user verifies it via SMS. Once you have validated your Mlympix Account, it will remain associated with the mobile number used for the SMS verification. If you wish to change the mobile number associated with your Mlympix Account, you must contact our Customer Support team.

11. SECURITY AND HOW WE RETAIN THE DATA?

11.1. We treat Data as an asset that must be protected against loss and unauthorised access. We employ many different security techniques to protect such data from unauthorised access by members inside and outside the Company. We follow generally accepted industry standards to protect the Personal Information submitted to us and the information we access.

11.2. All the information we receive about you is stored on secure servers, and we have implemented technical and organisational measures that are suitable and necessary to protect your Personal Data. We continually evaluate the security of its network and adequacy of its internal information security program, which is designed to:

- 11.2.1. help secure your Data against accidental or unlawful loss, access or disclosure;
 - 11.2.2. identify reasonably foreseeable risks to the security of the our network;
 - 11.2.3. minimize security risks, including risk assessment and regular testing. In addition, we ensure that all payment Data are encrypted using SSL technology.
- 11.3. Please note, despite the measures we have implemented to protect your Data, Data transfer through the Internet or other open networks is never completely secure. There is a risk that unauthorised third parties may access your Personal Data. We have taken certain security protections in safeguarding Data.
- 11.4. However, as with most electronic transactions, no method is 100% safe in case of data theft or loss during restoration. However, as effective as encryption technology is, no security system is impenetrable. our Company cannot guarantee the security of our database, nor can we guarantee that the information you provide won't be intercepted while being transmitted to the Company over the Internet.

12. THIRD-PARTY WEBSITE LINKS

- 12.1. The Application may include third-party advertisements and hyperlinks to their websites and mobile applications or other resources. We have no control over any other website and mobile application or resources or contents available on this other website and mobile applications provided by companies or persons other than Us. You acknowledge and agree that we

are not responsible for the availability of any such external sites or resources and do not endorse any advertising, services/services, or other materials on or available from such websites and mobile applications or resources.

12.2. You acknowledge and agree that we are not liable for any loss or damage which you may incur as a result of the availability of those external sites or resources or as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, services or other materials on, or available from, such website and mobile applications. This external third-party website and mobile applications and resource providers may have their respective privacy policies governing the collection, storage, retention, and disclosure of your Personal Information that you may be subject to. We recommend entering the website and mobile application and reviewing their privacy policies.

13. COOKIES

13.1. A cookie is a small file of letters and numbers that we store on your browser or your computer's hard drive if you agree. By continuing to browse the site, you agree to our use of cookies. Cookies contain information that is transferred to your computer's hard drive. You can set your browser to refuse all or some browser cookies or to alert you when Application are established or access cookies. If you disable or refuse cookies, please note that some parts of this Application may become inaccessible or not function properly. A list of the type of cookies we use is as follows;

13.1.1. **Strictly necessary cookies.** These are cookies that are required for the operation of our Application. They include, for example,

cookies that enable you to log into secure areas of our Application, use a shopping cart or make use of e-billing services.

13.1.2. **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and see how visitors move around our Application when using it. This helps us improve how our Application work, for example, by ensuring that users find what they are looking for easily.

13.1.3. **Functionality cookies.** These recognise you when you return to our Application. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

13.1.4. **Targeting cookies.** These cookies record your visit to our Application, the pages you have visited and the links you have followed. We will use this information to make our Application, and advertising more relevant to your interests. We may also share this information with third parties for this purpose.

13.2. We use cookies to manage our Users' sessions, store your preferred language selection and deliver relevant advertisements. The Cookies are small text files transferred from a web server to your device's hard drive. Cookies may collect the date and time of your visit, browsing history, preferences, and username. You can set your browser to refuse all or some cookies or to alert you when Application set or access cookies. If you disable or refuse cookies, please note that some parts of our Services/Application may become inaccessible or malfunction. For more information on the cookies we use, please see our Policy on Cookies and Similar Technologies.

14. GOOGLE ANALYTICS

14.1. We use Google Analytics to help us understand how you use our content and work out how we can make things better. These cookies follow your progress through us, collecting anonymous data on where you have come from, which pages you visit, and how long you spend on the site. Google then stores this data to create reports. These cookies do not store your personal data.

14.2. The information generated by the cookie about your use of the Application, including your IP address, may be transmitted to and stored by Google on servers in the United States. Google may use this information to evaluate your use of the Application, compile reports on Application activity for us and provide other services relating to Application activity and internet usage. Google may also transfer this information to third parties where required by law or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. Using this Application, you consent to process data about your Google in the manner and for the above-mentioned purposes.

15. THIRD PARTY ANALYTICS

15.1. The Company will use other third party application and software to generate and assess the data provided by the User on the Application and generate analytical reports for the Application. These data along with the report shall be used to modify, alter, and change the Application to make the Application User friendly.

16. GOOGLE ADSENSE

16.1. Google AdSense is a tool that allows Application publishers to deliver advertisements to site visitors in exchange for revenue calculated on a per-click or per-impression basis. To do this, Google **uses cookies and tracking technology** to deliver ads personalised to an Application User/visitor. In this regard, the following terms are specified to the Users:

16.1.1. third-party vendors, including Google, use cookies to serve ads based on your prior visits to our Application or other website and mobile applications;

16.1.2. Google's use of advertising cookies enables our partners and us to serve advertisements to you based on their visit to our Application and/or other website and mobile applications on the Internet;

16.1.3. you may opt out of personalised advertising by visiting Ads Settings;

16.1.4. all advertisements of third parties on our Application are for informative purposes only. Neither the Application nor the Company guarantees or bears liability for the authenticity of the advertisements;

16.1.5. at no point will the Company permit its competitors to advertise on the Application; and

16.1.6. you may visit the links in the advertisements at your own risk or choose not to accept the cookies permitting third parties to display their advertisements.

17. THIRD PARTY AD MEDIATION NETWORK

17.1. The Company will use other third party application and software to flash and mediate Advertisement by Ad Mediation Network on the Application.

18.YOUR RIGHTS

- 18.1. Unless subject to an exemption, you have the following rights concerning your data:
- 18.1.1. the right to request a copy of the data which we hold about you;
 - 18.1.2. the right to request any correction to any personal data if it is found to be inaccurate or out of date;
 - 18.1.3. the right to withdraw Your consent to the processing at any time;
 - 18.1.4. the right to object to the processing of personal data;
 - 18.1.5. the right to complain about a supervisory authority; and
 - 18.1.6. the right to obtain information on whether Personal Data are transferred to a third country or an international organisation.
- 18.2. If you do not want us to process your Data, you can use the Data Deletion Request by emailing our support to exercise your privacy rights and choices. There may be situations where we cannot grant your request — for example, if you ask us to delete your transaction Data and we are legally obligated to keep a record of that transaction to comply with the law.
- 18.3. Where you hold an account with any of our Services, you are entitled to a copy of all Personal Data which we hold concerning you. You are also entitled to request that we restrict how we use the Data in your account when you log in.

19.CONFIDENTIALITY

- 19.1. You further acknowledge that the Application may contain information that is designated confidential by us and that you shall not

disclose such information without our prior written consent. Your information is regarded as confidential and, therefore, will not be divulged to any third party unless legally required to do so to the appropriate authorities. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by us will only be in connection with the provision of agreed Services, and you retain sole discretion to seek for discontinuation of such communications at any point in time.

19.2. We will communicate with you by email, SMS or app notification in connection with our Services/Application to confirm your registration, to inform you in case your ad listing has become live/expired and to other transactional messages in relation to our Services. As we must provide you with such transactional messages, you may be unable to opt -out of such messages.

20.OUR DISCLOSURE OF YOUR INFORMATION

20.1. We may host surveys for survey creators for our Application who are the owners and Users of your survey responses. We do not own or sell your responses. Anything you expressly disclose in your responses will be disclosed to survey creators. Please contact the survey creator directly to understand how they might share your survey responses.

20.2. Information collected will not be considered sensitive if it is freely available and accessible in the public domain or is furnished under the Right to Information Act, 2005, any rules made thereunder, or any other law for the time being in force.

21.ACCESSING, REVIEWING, AND CHANGING YOUR PROFILE

- 21.1. You can review and change your submitted information except for the Email ID. An option for facilitating such change shall be present on the Website, and the User shall facilitate Application and such change.
- 21.2. We may or may not keep track of your old information if you change any information. We will not retain in our files information you have requested to remove for certain circumstances, such as to resolve disputes, troubleshoot problems and enforce our terms and conditions.
- 21.3. Such prior information shall be removed entirely from our databases, including stored ‘backup’ systems. Suppose you believe any information we hold on to you is incorrect or incomplete, or remove your profile so others cannot view it. In that case, the User must promptly correct any incorrect information.

22.CONSENT WITHDRAWAL, DATA DOWNLOAD & DATA REMOVAL REQUESTS

- 22.1. If we discover any acts or behaviours that violate this Policy or any other policies that apply to you, we retain the right to withdraw, suspend, or delete your Account from our Application. Moreover, we retain the right to revoke or restrict your access to our Application if you violate this Policy or in the following other situations:
 - 22.1.1. if you provide any wrong, incorrect, or materially altered information or Data at the time of creation or registration of your Account;

- 22.1.2. uploading of anything inconsistent, obscene, vague, vulgar, or any information that is exclusively associated with any third party or your;
 - 22.1.3. in case you offer and deliver Services to the Customers in an inconsistent, vague, vulgar, materially altered, and defective manner; and
 - 22.1.4. such other acts or actions strictly against this Policy of the Company or any different policy or agreement which the Company may enter with you to render the Services.
- 22.2. To withdraw your consent or to request the download or delete your data with us for any or all our services at any time, please email ["support@mlympix.com"](mailto:support@mlympix.com).

23. SEVERABILITY

- 23.1. Each Clauses of this Privacy Policy shall be and remain separate from and independent of and severable from all and any other Clauses herein except where otherwise expressly indicated or indicated by the context of this Agreement. The decision or declaration that one or more of the Clauses are null and void shall not affect the remaining Clauses of this Privacy policy.

24. AMENDMENT

- 24.1. You accept and agree that we retain the exclusive right, at its discretion, to amend and update this Policy whenever there is any change in the applicable laws or the Company's policies, processes, and norms. You

must periodically read the Policy for a better understanding and to keep current on the revised policy. The amended Policy will be placed on the Application from time to time. Your continuing use of the Application will be interpreted as accepting the Company's revised policy.

24.2. If you disagree with how we process your Personal Data and the choices we provide you, you may close your account anytime by emailing our support.

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1. Any disputes, disagreements, or conflicts between the Parties regarding the interpretation, legality, application, or claimed violation of any term or clause of this Policy will be resolved per Indian law. The competent Jaipur, Rajasthan, India based courts will hear it.

25.2. In the event of any dispute arising out of or in connection with this Privacy Policy, including any dispute relating to the validity of this Privacy Policy, the Parties shall, at first instance, attempt to resolve the dispute by mediation administered by the Centre for Online Resolution of Disputes (“CORD”) (www.resolveoncord.com) and conducted in accordance with the CORD Rules of Mediation, by a sole mediator to be appointed by CORD. In the event the Parties are unable to resolve any such dispute through mediation within 45 days of the initiation of the dispute, subject to a contrary agreement between the Parties, the dispute shall be finally resolved by arbitration administered by CORD and conducted in accordance with the Rules of Arbitration of CORD, by a sole arbitrator to be appointed by CORD. The language of the arbitration shall be English. The seat of arbitration shall be **Jaipur, India**.

25.3. You agree that the Privacy Policy, Terms of Use and any other agreements between the Parties are governed by India's laws, rules, and regulations.

26. GRIEVANCES AND COMMUNICATION

26.1. If you have any questions or concerns regarding this Privacy Policy, you should contact us by sending an e-mail to “support@mlympix.com” or by writing to us at:

M/s. Parkinnov Funtech Private Limited
B-62 University Marg, Bapu Nagar, Jaipur, Rajasthan – 302015