

## **PRIVACY NOTICE**

**Last updated November 30, 2020**

Thank you for choosing to be part of our community at **Saankhya Technosystems Pvt. Ltd.** ("**Company**", "**we**", "**us**", "**our**"). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice, or our practices with regards to your personal information, please contact us at [info@saankhya.com](mailto:info@saankhya.com)

When you visit our website <http://www.saankhya.com> (the "**Website**") and more generally, use any of our services, we appreciate that you trust us with your personal information. We take your privacy very seriously. In this privacy notice, we seek to explain to you in the clearest way possible what information we collect, how we use it and what rights you have in relation to it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our services immediately.

This privacy notice applies to all information collected through our services as well as any sales or marketing events.

**Please read this privacy notice carefully as it will help you understand what we do with the information that we collect.**

1. What information do we collect?

We collect personal information that you voluntarily provide to us when you express an interest in obtaining information about us or our products and services, when you participate in activities on the services or otherwise when you contact us. We collect data as required by Microsoft's AppSource to be able to provide the SaaS product, to be able to bill you and to be able to provide you the required support and other services (as applicable).

**Personal Information Provided by You:** We collect names; company name; phone numbers; email addresses; product name; and other similar information.

2. How do we use your information?

Saankhya uses your personal information as follows:

- Saankhya uses your personal information to provide SaaS product
- Saankhya uses your personal information to send information including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages.
- Saankhya uses your personal information to enforce our terms, conditions and policies for business purposes, to comply with legal and regulatory requirements or to protect, investigate, and deter against fraudulent, unauthorized, or illegal activity.
- Saankhya uses your personal information to provide and deliver products and services.
- Saankhya uses your personal information to communicate with you, respond to your queries and provide customer service.
- Saankhya may use your personal information to communicate about promotions, upcoming events, and other news about products and services offered by us and our associate companies.

3. Will your information be shared with anyone?

Saankhya may share personal information as follows:

- Saankhya may share information to respond to lawful requests and legal processes, to comply with laws in the countries where we operate. Saankhya may also share personal information for legal, protection, and safety purposes.
- Saankhya may share information to protect its rights and property, and that of its agents, customers, and others. This includes enforcing our agreements, policies, and terms of use.
- Saankhya may share personal information with your consent. For example, you may let Saankhya share personal information with 3rd parties for their own marketing uses. Those uses will be subject to those 3rd parties' privacy policies.
- Saankhya may share personal information when Saankhya does a business deal, or negotiate a business deal, involving the sale or transfer of all or a part of our business or assets. These deals can include any merger, financing, acquisition, or bankruptcy transaction or proceeding.
- Saankhya may share information in an emergency. This includes protecting the safety of our employees and agents, our customers, or any person.
- Saankhya may share information with those who need it to do work for us.

4. How do we keep your information safe?

We aim to protect your personal information through a system of organizational and technical security measures. Saankhya has implemented physical, electronic, and

managerial procedures to safeguard and secure the information collected. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Services is at your own risk. You should only access the Services within a secure environment. ACCORDINGLY, SAANKHYA DISCLAIMS LIABILITY FOR THE THEFT, LOSS, OR INTERCEPTION OF, OR UNAUTHORIZED ACCESS OR DAMAGE TO, YOUR DATA OR COMMUNICATIONS BY USING THE SaaS PRODUCT, APPLICATIONS, AND OUR SERVICES. BY VISITING SAANKHYA APPSOURCE PAGES, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND ASSUME THESE RISKS.

5. Do we make updates to this notice?

We may update this privacy notice from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information. Your use of the SaaS Product following the posting of such revised policy shall constitute your acceptance of any such changes.

6. How can you contact us about this notice?

If you have questions or comments about this notice, you may email us at [info@saankhya.com](mailto:info@saankhya.com) or by post to:

Saankhya Technosystems Pvt. Ltd.  
203, Savitri Sadan, 565 Narayan Peth,  
Pune 411030  
MH, IN

7. Do we collect information from minors?

Saankhya AppSource pages of its SaaS products are not designed for minors under 18 years of age. We do not knowingly solicit data from or market to children under 18 years of age. By using the services, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the services.

8. Terms of Use:

a. User consent:

By using Saankhya's SaaS products or services, you agree to the terms of this Privacy Policy.

b. Copyright:

All content contained on the AppSource pages of Saankhya whether text, graphics, logos, icons or images, are the exclusive property of Saankhya or its licensors and are protected by copyright and trademark laws. All rights not expressly granted are reserved. By downloading or accessing this content you expressly agree that your rights to use that content are limited and that you may only use this content on Saankhya's behalf, i.e. with the sole purpose to promote Saankhya, and that you have no additional rights to the work.

c. Limits of liability

Under no circumstances shall Saankhya, or its offices, directors, shareholders consultants or staff be liable for any direct, indirect, incidental, punitive, exemplary, special, consequential damages or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence), or other form, arising out of or in any way connected with the use of this website or the materials contained in, or accessed through, this Page.

d. Governing law and jurisdiction

The terms of use and any legal actions or proceedings relating to your use of this Page shall be governed by and construed in accordance with the laws of India, without giving effect to any choice of law or conflict of law provisions. By using this Page and/or the SaaS Product, you consent to the exclusive jurisdiction and venue in the courts of Pune, MH and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of that court over any suit, action or proceeding.

e. Force Majeure:

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature.