PRIVACY POLICY

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to 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 document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of Mailtrim email client software. Mailtrim and affiliates respect your privacy. This Privacy Policy describes in brief the manner in which your data is collected and used by Mailtrim. You are advised to please read the Privacy Policy carefully. By accessing Mailtrim, you agree to the collection and use of your data by Mailtrim in the manner provided in this Privacy Policy.

WE WANT YOU TO

- Feel comfortable using Mailtrim
- Feel secure submitting information to us
- Contact us in case of any privacy issues
- Know that by using Mailtrim, you are consenting to the collection of certain data

WHAT INFORMATION IS, OR MAY BE, COLLECTED FROM YOU?

We will automatically receive and collect certain anonymous information in standard usage logs through our Web server, including computer-identification information obtained from "cookies," sent to your browser from a

- web server cookie stored on your hard drive
- an IP address, assigned to the computer which you use
- the domain server through which you access our service
- feature usage analytics
- the type of computer you're using
- the type of web browser you're using
- the device id's and other details

We may collect the following sensitive personal data or information (SPDI) about you:

• Name- including First Name, Last Name, Username

- Address
- Email id
- Mobile No
- Name of the Business
- Location Details
- Chat information

WHO COLLECTS THE INFORMATION

Some of your sensitive personal data or information may be collected, received, possessed, stored, dealt with or handled by:

M/s. TVISHA TECHNOLOGIES PVT LTD

2nd floor, S.S. Arcade, plot #97 & 98, Guttala Begumpet, Kavuri Hills, Phase 1, Madhapur, Hyd-81.

We will collect anonymous traffic information from you when you access Mailtrim. We may collect sensitive personal data or identifiable information about you only as a part of a voluntary registration process.

HOW IS THE INFORMATION USED?

We use your sensitive personal information to:

- help us provide personalized features
- tailor Mailtrim to your interest
- to get in touch with you when necessary
- to provide the services requested by you
- to preserve social history as governed by existing law or policy

We use contact information internally to:

direct our efforts for improvement

Generally, we use anonymous traffic information to:

- remind us of who you are in order to deliver to you a better and more personalized service;
- recognize your access privileges to Mailtrim
- help diagnose problems with our server, Mailtrim
- administer Mailtrim
- track your session so that we can understand better how people use Mailtrim

DISCLOSURE POLICY IN COMPLIANCE WITH RULE 6 OF THE IT RULES 2011

The sensitive personal data or information may be disclosed to any person, if such disclosure is required for a lawful purpose connected with a function or activity of Mailtrim. The sensitive personal data or information may be disclosed, where the disclosure is necessary for compliance of a legal obligation. We do not rent, sell, publish or share your sensitive personal data and we will not disclose any of your personally identifiable information unless:

- we have your permission
- to help investigate, prevent or take action regarding unlawful and illegal activities, suspected fraud, including cyber incidents potential threat, punishment of offences and to the safety or security of any person, violations of Mailtrim 's terms of use or to defend against legal claims;
- Special circumstances such as compliance with subpoenas, court orders, requests/order from legal authorities or law enforcement agencies requiring such disclosure.

WHAT CHOICES ARE AVAILABLE TO YOU REGARDING COLLECTION, USE AND DISTRIBUTION OF YOUR INFORMATION?

Sharing your sensitive personal identifiable information is entirely voluntary. We offer services only to visitors who register. You may opt-in or opt-out of any services/ marketing / promotions. You may update your information and change your account settings at any time. Upon request, we will remove/block your sensitive personal identifiable information from our database, thereby cancelling your registration. However, your information may remain stored in archive on our servers even after the deletion or the termination of your account. If we plan to use your sensitive personal identifiable information for any commercial purposes, we will notify you at the time we collect that information and allow you to opt-out of having your information used for those purposes.

WHAT SECURITY PROCEDURES ARE IN PLACE TO PROTECT INFORMATION FROM LOSS, MISUSE OR ALTERATION?

To protect against the loss, misuse and alteration of the information under our control, and to comply with Rule 8 of IT Rules, 2011 (Reasonable security practices and procedures and sensitive personal data or information), we have in place appropriate physical, electronic, technical, operational and managerial procedures. Our servers are accessible only to authorized personnel and your information is shared with respective personnel to complete the transaction and to provide the services requested by you. Although we will endeavor to safeguard the confidentiality of your sensitive personal identifiable information,

transmissions made by means of the Internet cannot be made absolutely secure. By browsing, accessing, using Mailtrim in whatsoever manner, you agree that we shall have no liability for disclosure of your information due to errors in transmission or unauthorized acts of third parties including any cyber-attacks.

HOW CAN YOU CORRECT INACCURACIES IN THE INFORMATION?

To correct or update any information you have provided during registration, you can update or correct the inaccuracies therein through your registered account. However, you shall be responsible for informing us the same. In the event of loss of access details, you may

Send an e-mail to contact@mailtrim.com

POLICY UPDATES

We reserve the right to change or update this policy at any time by placing a prominent notice on Mailtrim. Such changes shall be effective immediately upon posting the same on Mailtrim

UPDATES TO THE SERVICES OR SOFTWARE, AND CHANGES TO THESE TERMS.

We reserve the right to change or update this policy at any time by placing a prominent notice on Mailtrim. Such changes shall be effective immediately upon posting the same on Mailtrim

SERVICE POLICY

SERVICE AVAILABILITY

- 1. The Services, Third-Party Applications and Services, or material or products offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change the location associated with your Mailtrim account, you may need to re-acquire the material or Applications that were available to you and paid for in your previous region.
- 2. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and TVISHA TECHNOLOGIES PVT LTD. is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you've stored.

TERMS AND CONDITIONS

The Terms of Service are liable to be changed at any time, of which you will be informed. Your usage of the Services after the change in terms implies your consent to the new terms of service. If you don't agree to the new terms, you must stop using the Services, close your Mailtrim account and, if you are a parent or guardian, help your minor child close his or her Mailtrim account. Sometimes you'll need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. TVISHA TECHNOLOGIES PVT LTD. is not obligated to make any updates available and we don't guarantee that we will support the version of the system for which you licensed the software. Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Applications and Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, Digital Goods, or applications previously purchased. We may release the Services or their features in a beta version, which may not work correctly or in the same way the final version may work.

EMAIL CLIENT SOFTWARE

TVISHA TECHNOLOGIES PVT LTD. is an intermediary and offers an email client software through the software Application (Mailtrim). The platform enables the business users to send and receive email communication with other users. The platform is designed in a manner enabling the users to attach documents, files, multi-media and graphs. You understand, acknowledge and accept that the email client software i.e. Mailtrim is only a mere facilitator.

TERMS OF EMAIL CLIENT SOFTWARE

You understand, agree and acknowledge that the email client software will feature various users. The Mailtrim shall however, take no responsibility in any manner for the content, descriptions, images, videos, links, polls, music, graphs etc. The users are independent professionals, and TVISHA TECHNOLOGIES PVT LTD., and it's brand 'Mailtrim' shall have no responsibility, liability in whatsoever manner.

- 1. The email client software (Mailtrim) is only a mere facilitator of information. All content and related information including but not limited to any information, content shared and uploaded by the users are only displayed on the email client software (Mailtrim)
- 2. The email client software (Mailtrim) shall not endorse or advise or involve in whatsoever manner with regard to such descriptions, content uploaded and offered by any user or users including but not limited to any warranties

- 3. The email client software (Mailtrim) shall not in whatsoever manner resolve or mediate any dispute or disagreement between any users
- 4. The email client software (Mailtrim) shall not make any representation to the content, information provided, offered and uploaded by any user on the Application.
- 5. You understand, acknowledge and accept that the email client software provided through the Application (Mailtrim) shall not held liable in whatsoever manner for any but not limited to actions, commissions, misconduct, fraud or negligence of any user
- 6. In no event, shall the Mailtrim Application or the company 'TVISHA TECHNOLOGIES PVT LTD' assume any responsibility, liability for any deviations made by you or any user using the email client.
- 7. You hereby acknowledge and agree that in no event shall Mailtrim/TVISHA TECHNOLOGIES PVT LTD. be responsible, liable for any misuse of the email client software by You and/any user.

TERMS OF USE

This Application (Mailtrim) shall be used only by persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use this Application (Mailtrim). If you are a minor i.e. under the age of 18 years, you shall not register as a member of the Application (Mailtrim) and shall not use Application (Mailtrim). As a minor if you wish to use or transact on Application (Mailtrim), such use may be made by your legal guardian or parents on the Application (Mailtrim). The Application (Mailtrim) reserves the right to terminate your Registration and / or refuse to provide you with access to the Application (Mailtrim) if it is brought to the Mailtrim's notice or if it is discovered that you are under the age of 18 years.

REGISTRATION & NO CHARGES

The Application does not charge any fee for browsing, downloading, creating an account on the Application (Mailtrim). In particular, Mailtrim may at its sole discretion introduce new services and modify some or all of the existing services offered on the Application (Mailtrim). In such an event, the Application reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Application (Mailtrim) and such changes shall automatically become effective immediately after they are posted on the Application (Mailtrim). Unless

otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to Mailtrim.

APPLICATION (Mailtrim)'s TERMS OF USE

You agree, undertake and confirm that your use of Application (Mailtrim) shall be strictly governed by the following binding principles. You hereby agree not to use the Application (Mailtrim) to:-

- 1. harass or advocate harassment of another person
- 2. involve the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming"
- 3. promote illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libellous
- 4. infringe upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity]
- 5. promote an illegal or unauthorized copy of another person's copyrighted work such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices
- 6. provide material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone
- 7. provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses
- 8. upload, share, transmit video, photographs, or images of another person (with a minor or an adult)
- 9. to gain or attempt to gain unauthorized access or exceeds the scope of authorized access to the Application (Mailtrim) or to account information or other areas of the Application (Mailtrim) or solicits passwords or personal identifying information for commercial or unlawful purposes from other users.
- 10. engage in commercial activities and/or sales without our prior written consent of the Application such as contests, sweepstakes, barter, advertising and pyramid schemes etc. related to the Application (Mailtrim). Throughout this Terms of Use, ,Mailtrim 's prior written consent means a communication coming from Mailtrim 's Legal Department, categorically in response to your request, and categorically addressing the activity or conduct for which you seek authorization

- 11. interfere with another user's use and enjoyment of the Application (Mailtrim) or any other individual's user and enjoyment of similar services
- 12. harm minors in any way
- 13. infringe any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items including images, pictures, information, data
- 14. violate any law for the time being in force
- 15. spread, transmit, upload software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information
- 16. threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- 17. to offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- 18. You shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or any third parties including individuals, companies, entities, organisations etc.

PROHIBITED USE OF APPLICATION (MAILTRIM)

- 1. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Application (Mailtrim) or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Application (Mailtrim) or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Application (Mailtrim). We reserve our right to bar any such activity.
- 2. You shall not attempt to gain unauthorized access to any portion or feature of the Application (Mailtrim), or any other systems or networks connected to the Application (Mailtrim) or to any server,

- computer, network, or to any of the services offered on or through the Application (Mailtrim), by hacking, password "mining" or any other illegitimate means.
- 3. You shall not probe, scan or test the vulnerability of the Application (Mailtrim) or any network connected to the Application (Mailtrim) nor breach the security or authentication measures on the Application (Mailtrim) or any network connected to the Application (Mailtrim). You may not reverse look-up, trace or seek to trace any information on any other user of Application (Mailtrim), or any other customer, including any account on the Application (Mailtrim) not owned by You, to its source, or exploit the Application (Mailtrim) or any service or information made available or offered by or through the Application (Mailtrim), in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Application (Mailtrim)
- 4. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name used by us including the terms TVISHA TECHNOLOGIES PVT LTD, Mailtrim or otherwise engage in any conduct or action that might tarnish the image or reputation, of TVISHA TECHNOLOGIES PVT LTD, it's Application (Mailtrim) or otherwise tarnish or dilute any trade or service marks, trade name and/or goodwill associated with the trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Application (Mailtrim) or Mailtrim 's systems or networks, or any systems or networks connected to the Application
- 5. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Application (Mailtrim) or any transaction being conducted on the Application (Mailtrim), or with any other person's use of the Application (Mailtrim).
- 6. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal, you send to us on or through the Application (Mailtrim) or any service offered on or through the Application (Mailtrim). You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- 7. You may not use the Application (Mailtrim) or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which

- infringes the rights of TVISHA TECHNOLOGIES PVT LTD, Application (Mailtrim) and / or others.
- 8. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules there under as applicable and as amended from time to time and also all applicable laws, rules and regulations.
- 9. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Application (Mailtrim).
- 10. It shall be a violation of these Terms of Use to use any information obtained from the Application (Mailtrim) in order to harass, abuse, or harm another person, or solicit, or sell to another person including but not limited to individuals, entities, companies, organisations any such information.
- 11. You understand that we have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Application (Mailtrim) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and You hereby expressly authorize us to) disclose any information about You to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- 12. We reserve the right, but has no obligation, to monitor the materials posted on the Application (Mailtrim). The Application (Mailtrim) shall have the right to remove or edit any content, product, image that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. In no event, shall TVISHA TECHNOLOGIES PVT LTD, Application (Mailtrim) assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content, Images and anything provided herein.
- 13. Your correspondence or business dealings with any user on the Application (Mailtrim), or participation in any of the offers/ promos hosted on or through the Application (Mailtrim), and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such user offering such promos/ offers. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as

- the result of the presence of third party vendors on the Application (Mailtrim).
- 14. It is possible that other Users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Application (Mailtrim) and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Application (Mailtrim), and that the recipient may use such information to harass or injure you. We do not approve of such unauthorized uses, but by using the Application (Mailtrim) You acknowledge and agree that we are not responsible for the use of any personal information that You publicly disclose or share with others on the Application (Mailtrim).
- 15. The Application (Mailtrim) shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services)

CONTENTS POSTED ON THE APPLICATION

The Platform description, Content, text, user interfaces, visual interfaces, photographs, images, pictures, trademarks, logos, and artwork relating to "Mailtrim" and Mailtrim shall be the sole property of TVISHA TECHNOLOGIES PVT LTD and we have worldwide, perpetual and transferable rights in regard to such Content. We shall be entitled to, consistent with our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works. The content, information, images, videos, music, messages, emails, appointments, tasks, targets, greetings, posts, links, multi-media files, graphs, polls, and any other information shared and uploaded by any user or users shall be referred to as "Third Party Content". The email client software, Application merely displays such third-party content and shall be considered as a mere intermediary for this purpose. All the intellectual property, proprietary rights arising out of such "Third Party Content" shall be the exclusive property of the respective intellectual property owners. We have no intention to acquire the intellectual property arising out of Third-Party Content. In no event, shall TVISHA TECHNOLOGIES PVT LTD, Application (Mailtrim) hold any responsibility, liability for such Third-Party Content. The Application (Mailtrim) may also

contain free images from the internet, images legally outsourced from various sources, royalty free images and in such case, the source of the images may also be mentioned, and credit shall be given to the respective intellectual property owner. Nothing contained herein shall be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Application (Mailtrim) or other medium for publication or distribution or for any commercial enterprise, without the express prior written consent of TVISHA TECHNOLOGIES PVT LTD, Application (Mailtrim) .

LEGAL ACTION AGAINST ANY USER

In the event of any criminal act committed by the third party-vendor or user or its staff or affiliate, you may take direct action under the laws of the country on such third-party vendor or user or its staff or affiliate and in such cases the Application (Mailtrim), TVISHA TECHNOLOGIES PVT LTD shall also be informed about the same. In the occurrence of the any such event mentioned above, you shall not make the Application (Mailtrim), TVISHA TECHNOLOGIES PVT LTD, a party to such offence, as any user or users are individually and severally liable for any criminal act committed by him or her

LIABILITY DUE TO INTERNET CONNECTIVITY & NETWORK ISSUES

The Application (Mailtrim), TVISHA TECHNOLOGIES PVT LTD shall hold no responsibility, liability for any actions, acts including but not limited to errors, transmission, activities and issues arising out of internet connectivity and any other network related issues.

OFFERS AND PROMOS

All information regarding any offers and promos including but not limited to offer terms, coupons, promos, redemption, eligibility, expiry etc. shall be provided in the respective offers and promos. These terms may differ from one offer to other. However, we may modify the terms of any offer, expiry date, eligibility criteria at our sole discretion.

REVIEW POLICY

While we encourage you to share your views and opinions on the Application (Mailtrim), we expect that this will be done in a respectful

manner. This policy is applicable to posts, comments and reviews posted by you on and/or using Application (Mailtrim). The Application (Mailtrim) shall however not agree with or endorse every comment that individuals post on the Application (Mailtrim). When making moderation decisions, we will take these guidelines, as well as the context in which comments are made, into account We share this information in an effort to be transparent about our moderation process and why certain comments may be removed. Kindly read these terms/ guidelines while making any posts, comments, reviews on the Application (Mailtrim) You specifically agree not to post or transmit any comments, reviews, posts, content or engage in any activity that: -

- 1. Violate our Terms and Policies
- 2. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libellous, hateful or otherwise objectionable
- 3. Violate any right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights.
- 4. Disguising or attempting to disguise the origin of your comment, review, posts, content including but not limited to by submitting your comments, posts, reviews, content under a fake or false name
- 5. Constitutes a knowingly erroneous or unethical review
- 6. Causes, or is a result of, a conflict of interest
- 7. Is commercial in nature, including but not limited to posts, comments, reviews submitted in exchange for payment
- 8. Contains material that is not in English
- 9. Accesses or uses the account of another user without permission
- 10. We reserve the right to remove any comment, review, posts, content that might be found extremely offensive or threatening.
- 11. Please don't exaggerate, falsely state, misrepresent your experience and watch your language.
- 12. This also includes but not is limited to derogatory comments or indication of a personal vendetta against Application (Mailtrim), TVISHA TECHNOLOGIES PVT LTD and its affiliates.

All links posted as comments, reviews on the Application will be reviewed and may be deleted if found violating these guidelines. Repeated violations of this policy may cause the author to be blocked from our Application (Mailtrim). The Application (Mailtrim) shall have the right to immediately block your access and further it shall also have the right to remove any non-compliant comment, post, review and content forthwith, uploaded on

the Application. The Application reserves have the right to take appropriate recourse to such remedies as would be available to it under various statutes.

USER OBLIGATIONS-TERMS & CONDITIONS

- 1. You shall be obliged to provide accurate information and other details to us
- 2. You shall also adhere to the minimum age requirement i.e. 18 years as defined by the law of the land
- 3. You shall read all the policies, terms mentioned in the Application (Mailtrim)
- 4. You shall not copy or use the information contained in the Application (Mailtrim)
- 5. You shall ensure compliance to the User Review policy contained herein
- 6. You shall be responsible for all and acts arising out of your account including videos, images, links, content, posts, messages, groups, chats, voice & video calls, attachments, likes, comments etc. uploaded by you on the Application (Mailtrim)
- 7. You shall be responsible for ensuring reasonable security measures regarding your login credentials and in event shall the Application, TVISHA TECHNOLOGIES PVT LTD be responsible or liable in this regard
- 8. In the event, you are the admin of Mailtrim Application which is used enterprise wide, then you shall be responsible for any and all activities, acts, actions, commissions, omissions etc. in the group.
- 9. You shall be responsible for providing correct mail or phone no. You herein acknowledge and agree that Application, TVISHA TECHNOLOGIES PVT LTD shall assume no responsibility for the accuracy of such details

REPORT A USER

The email client software offers reporting options for reporting objectionable content or behaviour on the Application. TVISHA TECHNOLOGIES PVT LTD shall investigate and initiate appropriate legal action for such reported users/content. In case this repeatedly occurs, then the account of that particular User shall be on hold. Within 36 hours, our Support Team shall analyse the post and take appropriate action. Any grievances regarding the same shall be emailed to the Grievance Officer.

BLOCKING A USER

In the following events, we shall block a user and disable access to their profile/ account

- 1. In the event of any violation of User Review Policy
- 2. In the event of breach of our policies, terms including Privacy Policy, Terms and Conditions, IP Policy and any other policies as provided on the Application
- 3. In the event of providing any inaccurate, false information
- 4. In the event of violation of Intellectual Property including copyright, trademarks, service marks etc. in whatsoever manner
- 5. In the event of sharing any illegal content including but not limited to images, videos, blogs, polls, surveys, promotions, links, chats, multimedia files, greetings, music, voice & video calls and other material prohibited by law
- 6. In the event of violation of any law, rules, regulation in whatsoever manner

LIABILTIES

USER/ THIRD PARTY VENDOR, USER

You shall be responsible, liable in the following cases: -

- In case of violation of any legal policies mentioned on Mailtrim
- For any and all content, information, links uploaded, shared through the Application
- You shall be responsible for any and all acts, actions, activities, commissions, omissions, posts, polls, chats, appointments, multimedia files, graphs, tasks, targets, greetings, communication including voice & video calls, location details, music, links, likes etc. you share through the Application (Mailtrim)

OUR LIABILITY

We shall be liable for any technical and relative issue with regard to the email client software (Mailtrim). However, we shall hold no liability for unforeseen circumstances, force majeure events and situations beyond our control

PRIVACY

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Sensitive Personal Information is one

of our most important assets. We store and process Your Sensitive Personal Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological, operational security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our Privacy Policy is available for more details.

LEGAL DISCLAIMER

This Application (Mailtrim), all the services, included on or otherwise made available to You through this Application (Mailtrim) are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, the Application does not warrant that: -

- This Application (Mailtrim) will be constantly available, or available at all; or the information on this Application (Mailtrim) is complete, true, accurate or non-misleading.
- The Application (Mailtrim) does not warrant that this site; information, Content, materials, images, product (including software) or services included on or otherwise made available to You through the Application (Mailtrim); their servers; or electronic communication sent from us are free of viruses or other harmful components.

Nothing on Application (Mailtrim) constitutes, or is meant to constitute, advice of any kind We disclaim any damages, liabilities, loss, claims including ANY SPECIAL, INCIDENTAL, INDIRECT or CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION OR ARISING OUT OF YOUR USE OF THE APPLICATION. You will be required to enter a valid name, phone number and email id while availing registering on the Application (Mailtrim). By registering using your phone number or email address with us, you consent to be contacted by us via email/phone calls and / or SMS notifications, in case of any updates.

INDEMNITY

You shall indemnify and hold harmless the Application (Mailtrim), TVISHA TECHNOLOGIES PVT LTD, its Directors, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents,

and employees, from any claim or demand, or actions, damage claims made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

APPLICABLE LAW / JURISDICTION

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Hyderabad

DESCRIPTION

The Application (Mailtrim) does not ensure that the content including description, data and information thereof is accurate, complete, reliable, current, or error-free and assumes no liability in this regard. The Application (Mailtrim) may include inaccuracies and typographical errors. Changes and improvements are periodically made to the site and the information therein. We do not warrant or assume any legal liability or responsibility for the completeness, or usefulness of any information, content etc. Information received via this Application (Mailtrim) should not be relied upon for personal, legal or financial decisions.

GRIEVANCE REDRESSAL

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Grievance Officer: - Mr. Sudhir Polepalli

Email: contact@mailtrim.com

Time: 24 x 7

If you are an affected person and have the reason to believe that any content that has been uploaded/contributed through this Service contravenes your rights in violation of Rule 3 of the Information Technology (Intermediary Guidelines) Rules, 2011 then you may intimate the same to Mailtrim in the manner explained below: -

1. Sending a request in writing or through email signed with electronic/digital signature identifying the content alleged to be in infringement of your rights as the rightful owner or affecting you prejudicially;

- 2. Providing exact identification and description of the content by giving its URL that is to be disabled, which in your view contravenes Rule 3(2) of aforesaid Rules.
- 3. Giving a declaration cum undertaking along with necessary documents establishing you
 - o as the rightful owner of the content to be disabled, or
 - as an affected person, and stating that the information submitted is true, complete & accurate and no material fact has been hidden. Further, stating that the Mailtrim, TVISHA TECHNOLOGIES PVT LTD including its Management, Directors, Employees and Grievance Officer shall not be liable in whatsoever manner for any loss or damage or claim for relying upon the said request.
- 4. Your contact information like address, telephone number, email address, etc. where you can be contacted.

IT LEGAL COMPLIANCE

This user agreement is published and drafted in accordance & compliance with Section 43 A of IT Act 2008 and IT Rules 2011 (Intermediary guidelines) that require intermediaries to have a user agreement regarding sensitive personal data or information (SPDI). By downloading, accessing or securing access, browsing, using Mailtrim, you agree to the terms of the user agreement regarding your sensitive personal data or information (SPDI).

TERMS

- 1. I understand and have the knowledge that my sensitive personal data or information is being collected.
- 2. I understand and have the knowledge of the purpose for which my sensitive personal data or information is collected.
- 3. I understand and have the knowledge of the indented recipients of the information.
- 4. I understand and have the knowledge of the name and address of the agency that is collecting, retaining and using the information.
- I understand that I have the option not to provide the data or information sought to be collected by Mailtrim, TVISHA TECHNOLOGIES PVT LTD
- 6. I understand that I also have an option (while availing the services of Mailtrim or otherwise) to withdraw my consent given earlier to Mailtrim and understand and accept that such withdrawal of the consent shall be sent in writing to Mailtrim and in such case, Mailtrim

- shall have the option not to provide the services for which the said information was sought.
- 7. I read and have understood the Privacy Policy mentioned in Mailtrim
- 8. I read and have understood the Terms and Conditions of mentioned in Mailtrim
- 9. I read and have understood the IP Policy and all legal policies mentioned in Mailtrim

MOBILE APPLICATION DISCLAIMER

By downloading, accessing or using Mailtrim or any page of this Application, you signify your assent to this disclaimer. The contents of this Application, including without limitation, all data, information, text, graphics, links and other materials are provided as a convenience to our Application users and are meant to be used for informational purposes only. We do not take responsibility for decisions taken by the reader based solely on the information provided in this Application. The Application EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. The Application makes no warranty that (1) THE APPLICATION OR THE CONTENT WILL MEET OR SATISFY YOUR REQUIREMENTS (2) THE APPLICATION SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR PHONE OR TABLET OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE APPLICATION OR ITS CONTENT YOU AGREE TO HOLD HARMLESS TVISHA SYSTEMS PVT LTD AND EACH OF ITS OFFICERS, DIRECTORS, EMPLOYEESAND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS AND SETTLEMENTS, INCLUDING WITHOUT LIMITATION, FROM ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER CLAIM YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS APPLICATION, INCLUDING. WITHOUT LIMITATION, ANY ECONOMIC HARM, LOST PROFITS, DAMAGES TO BUSINESS, DATA OR PHONE SYSTEMS, OR ANY DAMAGES RESULTING FROM RELIANCE ON ANY CONTENT OR RESULTING FROM ANY INTERRUPTIONS, WORK STOPPAGES, PHONE OR TABLET FAILURES, DELETION OF FILES, ERRORS, OMISSIONS, INACCURACIES, DEFECTS, VIRUSES, DELAYS OR MISTAKES OF ANY KIND. The Application may include inaccuracies and typographical errors. Changes and improvements are periodically made to the site and the information therein. We do not warrant or assume any legal liability or responsibility for the completeness, or usefulness of any information, service.

INTELLECTUAL PROPERTY POLICY (IP POLICY)

All existing and future Intellectual Property by way of unregistered or registered rights through any patents, copy rights, trademarks of "Mailtrim" and all Intellectual Property relating to Mailtrim are the sole property of TVISHA TECHNOLOGIES PVT LTD All material on Mailtrim including but not limited to content, information like information, chat, media files, music, tasks, polls, targets, greetings, multi-media files, images, pictures and any information uploaded and shared by any user or users are protected by copyrights, trademarks, and other intellectual property rights and belong to the respective owners. The material on Mailtrim, is solely for your personal, non-commercial use. The Mailtrim uses such content, information, images solely for display purposes and shall have no intention in whatsoever manner to acquire any intellectual property rights belonging to third parties. You acknowledge and agree not to use, reuse, and challenge any Application, registration of any marks, anywhere in the world. You shall not copy, reproduce, republish, upload, post, transmit or distribute such logos, images, marks in any way, including by e-mail or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other web site or mobile Application or any communication device or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks, intellectual property and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

INTELLECTUAL PROPERTY RELATED ISSUES

Mailtrim respects the intellectual property of others. In case, You feel that Your Intellectual Property Right has been infringed, You can send an email to contact@mailtrim.com

SOCIAL MEDIA POLICY

GUIDELINES FOR WRITING POSTS, COMMENTS, REVIEWS ON MAILTRIM'S SOCIAL MEDIA PAGES (Facebook, Twitter etc.)

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to 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. Here are some basic guidelines for writing posts, comments, reviews, on

MAILTRIM'S SOCIAL MEDIA PAGES: While we encourage you to share your views and opinions on the MAILTRIM'S SOCIAL MEDIA PAGES, we expect that this will be done in a respectful manner. Mailtrim, TVISHA TECHNOLOGIES PVT LTD does not agree with or endorse every comment that individuals post on our SOCIAL MEDIA PAGES. When making moderation decisions, we will take these guidelines, as well as the context in which comments are made, into account We share this information in an effort to be transparent about our moderation process and why certain comments may be removed. Kindly read these terms/guidelines while making any posts, comments, reviews on MAILTRIM'S SOCIAL MEDIA PAGES. ACCESSING, BROWSING OR OTHERWISE USING MAILTRIM'S SOCIAL MEDIA PAGES INDICATE YOUR AGREEMENT TO THESE TERMS AND CONDITIONS, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms, You also accept and agree to be bound by these Terms.

TERMS/ GUIDELINES- COMMENT POLICY

You specifically agree not to post or transmit any comments, reviews, posts, content or engage in any activity that: -

- 1. Violates our Guidelines and Policies
- 2. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, discriminatory, vulgar, profane, obscene, libellous, hateful or otherwise objectionable
- 3. Violates any right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights
- 4. Disguising or attempting to disguise the origin of your comment, review, posts, content including but not limited to by submitting your comments, posts, reviews, content under a fake or false name
- 5. Constitutes a knowingly erroneous or unethical review
- 6. Causes, or is a result of, a conflict of interest
- 7. Is commercial in nature, including but not limited to posts, comments, reviews submitted in exchange for payment,
- 8. Contains material that is not in English
- 9. Accesses or uses the account of another user without permission
- 10. We reserve the right to remove any comment, review, posts, content that might be found extremely offensive or threatening.
- 11. Please don't exaggerate, falsely state, misrepresent your experience and watch your language.

12. This also includes but not is limited to derogatory comments or indication of a personal vendetta against Mailtrim, TVISHA TECHNOLOGIES PVT LTD and its affiliates.

All links posted as comments on MAILTRIM's Social Media Pages will be reviewed and may be deleted if found violating these guidelines. Repeated violations of this policy may cause the author to be blocked from MAILTRIM's SOCIAL MEDIA PAGES. Any Comment, Review, Posts, Content uploaded by you on any social media, shall be subject to relevant laws of India and may be disabled, or and may be subject to investigation under all applicable laws. Further, if you are found to be in non-compliance with the laws and regulations, these terms, terms & conditions, privacy policy mentioned in Mailtrim, we reserve the right to immediately block your access, usage to the Social Media Pages of MAILTRIM and TVISHA TECHNOLOGIES PVT LTD shall have the right to remove any non-compliant comment, post, review, content forthwith, uploaded and shall further have the right to take appropriate recourse to such remedies as would be available to it under various statutes.

EMAIL DISCLAIMER

- The information contained herein is confidential in nature and is intended solely for the addressee(s) only and may constitute privileged information.
- If you have erroneously received this message, please immediately delete it and notify the sender.
- Also, if you are not the intended recipient, you are hereby cautioned that any dissemination, disclosure, copying, distribution or taking any action in reliance on the contents of this message or any accompanying attachment is strictly prohibited and is unlawful.
- The email sender will not be responsible for any damage1caused by any computer contaminant2 or alteration of the e-mail by any third party or otherwise
- Mailtrim, TVISHA TECHNOLOGIES PVT LTD would like to draw the email reader's attention that email communications are inherently insecure and capable of interception, corruption and delays. Anyone communicating with Mailtrim, TVISHA TECHNOLOGIES PVT LTD by email accepts the risks of email communications and their consequences.
- Mailtrim, TVISHA TECHNOLOGIES PVT LTD shall not be liable for incorrect, incomplete transmission, loss or damage on this account or delayed receipt of his e-mail.

For the purposes of the above email disclaimer policy, the key terms definition is adopted from Information Technology Act 2000 and Information Technology (Amendment) Act 2008: 1: "damage" means to destroy, alter, delete, add, modify or re-arrange any computer resource by any means. 2: computer contaminant is defined in Section 43 of IT Act 2000, and it means any set of computer instructions that are designed - (a) to modify, destroy, record, transmit date or programme residing within a computer, computer system or computer network; or (b) by any means to usurp the normal operation of the computer, computer system, or computer network