

## PRIVACY POLICY

**Work Frontiers Technologies Pvt Ltd**, is a private limited company incorporated under the Companies Act, 1956 and having its registered office at No. 46/256, 1<sup>st</sup> floor, Alagirisamy Salai, K.K. Nagar, Chennai, Tamil Nadu - 600078 (hereinafter referred to as “**Company**”, “**YourTribe**”, “**we**”, “**us**”, “**our**” and terms of similar meaning). The Company owns and operates web-based applications including the website [www.yourtribe.io](http://www.yourtribe.io) (collectively referred to as the “**Platform**”), as a recruitment platform connecting Employers and Candidates on the Platform, thereby (a) simplifying the hiring process for an Employer in identifying the most suitable Candidate and (b) helping Candidates in finding a suitable job opening.

By accessing the Platform (either as a Candidate, Employer or a visitor/viewer), you (hereinafter referred to as “**you**”, “**your**”, “**User**”, as applicable) expressly consent to our collection, storage, use and disclosure of the Information (*as defined hereunder*) in accordance with the terms of this Privacy Policy, as amended from time to time (“**Privacy Policy**”).

This Privacy Policy forms part and parcel of the Company’s Terms and Conditions available at <https://www.yourtribe.io/terms-and-conditions> (“**Terms**”) and is included therein by this reference. The capitalized terms which have been used herein but are not specifically defined shall have the same meaning as attributed to such term in the Terms. In the event of any inconsistency between the Terms and this Privacy Policy, the Privacy Policy shall prevail solely in respect of the content contained herein and not in respect of any other clause, term or provision contained in the Terms. In the event you are located in the European Union (“**EU**”) or European Economic Area (“**EEA**”), You will be asked to provide clear and affirmative consent to the collection, processing, and sharing of your Personal Information (*as defined hereinafter*), subject to withdrawal of your consent at any time on request. We will not share any User’s Information with any third party without your consent, except as outlined in this Privacy Policy or as permitted by law.

As we update, improve and expand the Platform, this Privacy Policy may change at our sole discretion without notice, so please refer to the Privacy Policy periodically as you will be deemed to be governed by the terms of such modified Privacy Policy, as it comes into effect from time to time. While we make all reasonable efforts to communicate any significant changes to this Privacy Policy to you on best effort basis, we encourage you to review this Privacy Policy whenever you visit our Platform, and in any case at least once in a calendar year.

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 (together with any statutory amendments or modifications thereof). This electronic record is generated by a computer system and does not require any physical or digital signatures.

This Privacy Policy is intended to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with regard to the Processing of Personal Data and on the Free Movement of such data (hereinafter referred to as the “**General Data Protection Regulation**” or “**GDPR**”) in so far as our Services result in collection and/or processing of Personal Information (*as defined hereinafter*) of Users who are in the EU and EEA to provide appropriate protection and care with respect to the treatment of such information in accordance with the GDPR.

## TYPES OF INFORMATION COLLECTED

To access/utilise the Platform, the Users are required to provide certain personal, non-personal and other information, as indicated below (such information and correspondences hereinafter collectively referred to as “**Information**”):

1. Personal Information: In order for you to access/utilize the Platform and/or as part of the registration process on the Platform, we may require you to provide us with certain information that personally identifies you (“**Personal Information**”). Personal Information shall include but not be limited to the following categories of information:

- (i) name, email address, password, country, city, contact number and company/organization that you are associated with, when you sign up for alerts on the Platform;
  - (ii) information that one would usually include in a resume, including name, contact details including e-mail address and mobile number, work experience, educational qualifications, data relating to your current and past remuneration or salary, a copy of your resume, etc., when you register on the Platform;
  - (iii) we may collect your Personal Information such as name, age, contact details, preferences, etc., through surveys and forms, when you choose to participate in these surveys etc.;
  - (iv) when you communicate with the Company or use the Platform to communicate with other Users (such as partners/Employers), we collect information about your communication and any information you choose to provide;
  - (v) To the extent permitted by law, the Company may record and monitor your communications with us to ensure compliance with our legal and regulatory obligations and our internal policies. This may include the recording of telephone conversations; and
  - (vi) If you choose to sign in with your social media account to access the Platform, or otherwise connect your social media account with the Services of the Platform, you consent to our collection, storage, and use, in accordance with this Privacy Policy, of the information that you make available to us through the social media interface. Please see your social media provider’s privacy policy and help centre for more information about how they share information when you choose to connect your account.
2. We may also collect, receive, process or store certain information that is sensitive in nature and provided by you which may consist of, but not be limited to:
- (i) Password;
  - (ii) Financial Information such as bank account or credit card or debit card or other payment instrument details;
  - (iii) Salary information;
  - (iv) Biometric data;
  - (v) Medical information;
  - (vi) Social security and other identification details; and
  - (vii) Any details relating to (i) and (ii) above as provided to us.

Please note that the above list is not an exhaustive list and is only an illustrative list and is without prejudice to our right to seek further Personal Information, as may be required for the provision of the Services to you and under applicable laws.

We will collect Personal Information about you only as part of a voluntary registration process, online survey or any combination thereof. You agree to provide information, which shall be true, correct, up to date and accurate. You may access, amend, alter or require deletion of your information partially or fully by contacting us at (contact email).

Any Personal Information provided by you will not be considered as sensitive if it is freely available and/or accessible in the public domain. Further, any comments, messages, blogs, etc., posted/ communicated by you on the public or comments sections of the Platform becomes published content and is not considered personally identifiable information subject to this Privacy Policy. We will not be responsible for the accuracy or filtration of any of the content posted on our Platform by any User, however, we will be entitled to remove any content posted by any User (including recruitment post, employer related information, etc.) on our Platform which we, in our sole discretion consider offensive, discriminatory, racist, defamatory or inappropriate in nature.

The Platform is not directed towards minors. We do not knowingly collect Personal Information from any User who is under 18 (Eighteen) years. If we are made aware that we have collected the Personal Information of a person below the age of 18 (Eighteen) years, we will take steps to delete the Personal Information within a reasonable time frame. If a parent or legal guardian becomes aware that his or her child has provided his/ her Personal Information on the Platform without their consent, he or she shall contact us for the deletion of such Information. In the event a person below the age of 18 (Eighteen) uses the Services (in contravention to the Privacy Policy and Terms), we shall not be held liable or responsible for any damage or injury suffered by such person.

3. Non-Personal Information: When you visit the Platform, we may collect certain non-personal information such as your internet protocol address, operating system, browser type, internet service provider, information about the pages on the Platform you visit/access, the links you click on the Platform, the number of times you access the page and any such browsing information. This type of information does not identify you personally. We may also collect information about the Services that you use and how you use them, including log information and location information, when you are a user of the Services through the Platform.
4. Automatic Information: To improve the responsiveness of the Platform for you, we may use “cookies”, or similar electronic tools to collect information to understand the User’s individual interests. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser. We use cookies primarily for User authentication but may also use them to improve the quality of our Service by storing User preferences and tracking User trends.
5. Application: When you use the Platform (website/ application) through your mobile, we may receive information about your location and your mobile device, including a unique identifier number for your device. We may use this information to provide you with suggestions in respect of Services, if required.
6. User communications: When you send emails or other communications to us, we may retain those communications in order to process your inquiries, respond to your requests and improve our Services to you.

In case you choose to decline to submit any Information, we may not be able to provide you access to the Platform or to our Services or certain aspects of the Platform or our Services. We will not be liable and/or responsible for the denial of providing access to the Platform to you on account of inadequacy of Information provided by you.

When you register with the Platform, we may contact you from time to time about updating of Information, to provide you such features that we believe may benefit/interest you.

## **USE OF INFORMATION**

We may process the Information you provide in any one or more of the following manners, in accordance with this Privacy Policy and as permitted by applicable laws:

- (i) To provide our Services to you including to send you job alerts, calendar alerts, relevant search results, recommended jobs and/or Candidates (as the case maybe), validating Candidates, and other social media communication facilities;
- (ii) To process and fulfil your request for Services, to provide personalized features to you on the Platform and promotional offers to you through the Platform and other channels;
- (iii) We may disclose your Personal Information to service professionals and/or other registered business partners (as applicable). We or our service professionals/registered business partners may present marketing material and customised messages to you, when necessary to provide Services requested by you;
- (iv) To improve our Services and offerings, to contact you as a survey respondent;
- (v) To enforce our Terms;
- (vi) To protect the security or integrity of the Platform, our business, Services, and other users;
- (vii) To publish any testimonials or reviews that you may have provided on the Platform;
- (viii) Preventing, detecting, investigating and taking action against crimes (including but not limited to fraud and other financial crimes), any other illegal activities, suspected fraud, or violations of Terms in any jurisdiction;
- (ix) To the extent required for identity verification, government sanctions screening and due diligence checks;
- (x) Establishing, exercising or defending legal rights in connection with legal proceedings (including any prospective legal proceedings) and seeking professional or legal advice in relation to such legal proceedings; and
- (xi) To serve various promotional and advertising materials to you via display advertisements through the Google Ad network on third-party websites. You can opt out of Google Analytics for Display Advertising and customize Google Display network ads using the Ads Preferences Manager.

You hereby authorize and expressly consent for us to share your Personal Information with third parties, which may include Credit Information Companies (“**CIC**”) to do an aggregate check of your credit profile for trying to make a wider variety of payment options available for you, some of which options may depend on the result of your credit analysis. Your credit score and/or credit information report (together “**Credit Information**”) will be obtained on your behalf, through a ‘soft enquiry’ from the relevant CIC and we have no control over the content or accuracy of information provided in your Credit Information by CIC. You agree that we and the CICs shall be entitled to rely on your authorization and consent granted by you to us. You also consent to the sharing of your Credit Information with third parties by the CIC or us, for the purpose of providing our Services.

## DISCLOSURE OF INFORMATION OBTAINED

1. We will not use your Financial Information for any purpose other than to complete a transaction with you.
2. Except as expressly stated herein, we do not rent, sell or share your Personal Information and will not disclose any of your Personal Information to third parties. In cases where it has your permission to provide Services (*as defined in the Terms*) that you have requested and such Information is necessary to provide these Services, the Information may be shared with our business associates including the Employers/Candidates, business partners and other third-party service suppliers. We may, however, share consumer information on an aggregate with its partners or third parties where it deems necessary. In addition, we may use this Information for promotional offers.
3. We may share your Personal Information with certain categories of third parties who assist us in providing the Platform and related Services. This includes third-party service providers, business partners, vendors, and other entities that perform functions on our behalf, such as hosting, data storage, security, analytics, customer support, payment processing, and marketing. We require these third parties to maintain the confidentiality of the Personal Information we provide to them and to only use such information as necessary to perform their functions and in accordance with this Privacy Policy.
4. We may disclose Information, in good faith, wherein the access, use, preservation or disclosure of such Information, including preservation of transaction history is reasonably necessary to (i) satisfy any applicable law, regulation, legal process or enforceable governmental request; (ii) enforce applicable Terms, including investigation of potential violations thereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) protect against imminent harm to our rights, property or safety, our users or the public as required or permitted by law; or (v) 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.
5. Additionally, in the event of an audit, reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings), we may share/transfer/assign the Information we have collected to the relevant third party.
6. A third-party payment gateway provider may be required to collect certain financial information from you including, but not restricted to, your credit/debit card number or your bank account details (collectively referred to as “**Financial Information**”). All Financial Information collected from you by such third-party payment gateway providers will be used only for billing and payment processes. The Financial Information collected from you is transacted through secure digital website of approved payment gateways which are under encryption, thereby complying with reasonably expected technology standards. The verification of the Financial Information shall be accomplished only by you through a process of authentication in which we shall have no role to play and hence, we shall bear no liability in relation to the same. We shall neither be liable nor responsible for any actions or inactions of third-party payment gateway providers or any breach of conditions, representations and warranties given by them. We shall also not be obligated to mediate

or resolve any dispute or disagreement between you and such third-party payment gateway providers.

7. While we take best efforts to ensure that your Information including Personal Information and Financial Information is duly protected by undertaking security measures prescribed under applicable laws, you are strongly advised to exercise reasonable discretion while providing Personal Information or Financial Information while using the Services given that the Internet is susceptible to security breaches.

## **DATA RETENTION**

We shall be entitled to retain your Information for our records for such period of time as may be required by applicable laws, after the deletion of your account on the Platform and/or completion of Services and such Information shall be used by us only in consonance with this Privacy Policy, including for the purpose of compliance with legal obligations, resolving of disputes and enforcing any agreements executed between us.

We shall retain your Information for the duration required by applicable laws and regulations, but no longer than necessary to fulfil the purposes outlined in this Privacy Policy. Specifically:

- (i) Personal Information provided during account registration will be retained for the lifetime of your active account, and up to 6 months after account deletion to comply with legal obligations.
- (ii) Usage data and log information will be retained for a period of 12 months to improve our services and for security purposes.
- (iii) Any Information required for resolving disputes or enforcing agreements will be retained for the duration of the relevant legal proceedings plus an additional 12 months.

After the respective retention periods, your Information will be securely deleted or anonymized, unless we are legally obligated to retain it for a longer duration. We do not keep your Information for indefinite periods without a valid business or legal purpose.

## **ACCESSING AND UPDATING YOUR INFORMATION**

As a registered user of the Platform, you can update or modify the Personal Information you have included in your profile or change your username by logging in and accessing your account. Though you may delete your account, you acknowledge that it may be impossible to remove your account without some residual information being retained by the Platform in accordance with this Privacy Policy.

In the event you are an User in EU or EEA, you will be asked to provide clear and affirmative consent to the collection, processing, and sharing of your Personal Information, subject to withdrawal of your consent at any time on request. Under GDPR, EU/EEA residents have the following rights:

- (i) To know the purpose to process Personal Information.
- (ii) To know the status of Personal Information processed.
- (iii) Access the Personal Information that is processed.
- (iv) To get erased or rectified the Personal Information.

- (v) Restrict the processing of Personal Information.
- (vi) Data portability of the Personal Information provided in respect of the Services.
- (vii) Opt-out option from processing the Personal Information (unless YourTribe has otherwise compelling legitimate grounds).

In addition to the rights granted under the GDPR for EU/EEA users, all users of the Platform have the following rights under Indian law:

- (i) Right to be informed about the collection and use of your personal data.
- (ii) Right to access your Personal Information processed by us.
- (iii) Right to request correction of any inaccurate or incomplete personal data.
- (iv) Right to seek deletion of your personal data when it is no longer necessary.
- (v) Right to restrict or object to the processing of your Personal Information.
- (vi) Right to data portability, allowing you to obtain a copy of the data provided by you.

The above mentioned rights can be exercised by EU/EEA residents by contacting [growth@yourtribe.io](mailto:growth@yourtribe.io). In case you belong to a jurisdiction not specified above, please contact us on the aforementioned email address in case of any questions or concerns.

## **SECURITY**

We use reasonable security measures to protect Information from unauthorized access, maintain data accuracy and help ensure the appropriate use/disclosure of Information. We host the Platform in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Although we will endeavour to safeguard the confidentiality of your Personal Information, transmissions made by means of the Internet cannot be made absolutely secure. By using this Platform, you agree that we will have no liability for disclosure of your Information due to errors in transmission or unauthorized acts of third parties.

You are responsible for maintaining the security and confidentiality of your account, user IDs and passwords while accessing the Platform as a User. You acknowledge that neither us nor any of our representatives shall be liable to you under any circumstances for any direct, indirect, punitive, incidental, special or consequential damages that result from or arise out of, or a breach or compromise of registration of your account on the Platform and/or your ability or inability to use such account.

We use third-party payment processors (“**Payment Processors**”) for any payments made on the Platform. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processors in addition to the Terms. You acknowledge that neither us nor any of our representatives shall be liable to you under any circumstances for any direct, indirect, punitive, incidental, special or consequential damages that result from or arise out of your use of the Payment Processors, your payment through the Payment Processors or your ability or inability to complete the payment.

In the event of a data breach or other cyber security incident that compromises your Personal Information, we will promptly notify the relevant authorities as per applicable laws and regulations. Users can also directly report any such incidents to the appropriate government agencies.

## **LINKS TO THIRD-PARTY SITES**

The Platform may include links to third-party applications or websites (“**Third Party Sites**”). Such Third Party Sites are governed by their respective privacy policies, which are beyond our control. This Privacy Policy is applicable exclusively to the Platform. Once you leave our Platform, the use of any information you provide is governed by the privacy policy of the operator of the Third Party Site you are visiting and we recommend you to review the respective privacy policies of such Third Party Sites with whom you interact. That policy may differ from ours. If you cannot find the privacy policy of any of these Third Party Sites, you should contact the relevant Third Party Site directly for more information.

We do not provide any Personal Information or personally identifiable information to third-party websites / advertisers / ad-servers without your consent.

## **COOKIES POLICY**

Due to the communications standards on the Internet, when you visit, access or browse the Platform, we automatically receive the uniform resource locator of the site from which you visit, access or browse the Platform, details of the website you visit on leaving the Platform, the internet protocol (“**IP**”) address of each User’s computer operating system, type of web browser the User is using, email patterns, and the name of the User’s internet service provider. This information is used solely to analyse overall User trends and to help us improve our services. Please note that the link between the User’s IP address and the User’s personally identifiable information is not shared with third parties without such User’s permission or except when required by law or to provide or facilitate the User with the services. Notwithstanding the above, the User acknowledges that we reserve the right to share some of the aggregate findings, including the Personal Information provided by the Users in an unidentifiable, aggregate form, and not the specific data with advertisers, sponsors, investors, strategic partners, and others in order to help grow the business. The amount of information sent to us depends on the settings of the web browser used by the User to access the Platform. The User may refer to the browser used, if the User wishes to learn what information is provided to us.

The Platform use temporary cookies to store certain data. We do not store Personal Information in the cookies. Information collected by us, by any means whatsoever, that does not personally identify the User as an individual (such as patterns of utilization described above) is exclusively owned by us and may be used by us and third-party service providers for technical administration of the Platform, user administration, research, development, and other purposes.

You understand that you may set or amend your web browsers to delete or disable cookies. If you choose to disable cookies on your computer or mobile telecommunication device, it may impair, degrade or restrict access to certain areas of the Platform.

We may allow other companies or entities to serve advertisements to you. These companies or entities include third party advertisement servers, advertisement agencies, advertisement technology vendors and research firms. We may target some advertisements to you that fit a certain general profile. We do not use Personal Information to target advertisements to you. In the course of serving advertisements or optimizing the Services to its Users, we may allow authorised third parties to place or recognize a unique cookie on the User’s browser.

You agree and understand that we do not exercise control over third party websites displayed as search results or links on the Platform. These other sites may place their own cookies or other files on the Users' computer, collect data or solicit personal information from the Users, on which we have no control and shall not be held responsible or liable. We do not make any representations concerning the privacy practices or policies of such third parties or terms of use of such websites, nor do we guarantee the accuracy, integrity, or quality of the information, data, text, software, sound, photographs, graphics, videos, messages or other materials available on such websites. The inclusion or exclusion does not imply any endorsement by us of such websites, the websites' provider, or the information on the website.

We may keep records of telephone calls received from and made to Users for the purpose of administration of services, research and development, training, business intelligence, business development, or for User administration. We may share such telephone records with third parties when required by law or when required to provide or facilitate the User with the Services.

## **SOCIAL MEDIA**

YourTribe may operate channels, pages and accounts on some social media sites to inform, assist and engage with customers. YourTribe shall take steps to monitor and record comments and posts made on these channels about itself in order to improve our Services.

Please note that you must not communicate the following information to YourTribe through such social media sites:

- (i) sensitive personal data including special categories of personal data meaning any information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or other personal data concerning a natural person; and
- (ii) other sensitive personal data such as criminal convictions and offences and national identification number;
- (iii) Excessive, inappropriate, offensive or defamatory content.

YourTribe is not responsible for any information posted on those sites other than the information posted by its employees on its behalf. YourTribe is only responsible for its own use of the Personal Information received through such sites.

You consent to our reproduction/publishing of all testimonials and reviews given by you on the Platform in relation to the Services. You agree that we may edit the testimonials and reviews provided by you and reproduce/publish such edited or paraphrased versions of the testimonials and reviews on the Platform. If the User has any concerns with the reproduction/publication of any testimonial or review provided by you, the User may contact us.

## **OPT-OUT POLICY**

The third-party service providers with whom we may share Personal Information provided by you are not permitted to market their own services or send promotional e-mails or engage in promotional

communication with you. We provide you with the opportunity to opt-out of receiving non-essential, promotional, or marketing-related communication from us or our third-party partners.

If you wish to remove your contact information from all our mailing lists and newsletters, you can click on the "unsubscribe" link or follow the instructions in each e-mail message. Alternatively, you can contact us.

## **DISCLAIMER**

We cannot ensure that all of your Personal Information will never be disclosed in ways not otherwise described in this Privacy Policy. Therefore, although we are committed to protecting your privacy, we do not promise, and you should not expect, that your Information or private communications will always remain private. As a user of the Platform, you assume all responsibility and risk for your use of the Platform, the internet generally, and the information you post or access and for your conduct on the Platform.

## **INDEMNITY**

You agree and undertake to indemnify us in any suit or dispute by any third party arising out of disclosure of information by you to third parties either through our Platform or otherwise, and your use and access of websites, applications and resources of third parties. We assume no liability for any actions of third parties with regard to your Personal Information which you may have disclosed.

## **GRIEVANCE REDRESSAL OFFICER**

Any complaints, abuse or concerns with regards to content and/or comment and/or breach of this Privacy Policy shall be immediately informed to the designated Grievance Redressal Officer as mentioned below via writing or through email:

### Details of the Grievance Redressal Officer:

Name: Deepak Subramanian

Designation: CEO

Email: [ds@yourtribe.io](mailto:ds@yourtribe.io)

Phone: +91 984 000 2572

Users can reach out to the Grievance Redressal Officer via email or in writing to lodge any complaints or report violations of their rights regarding the handling of their personal data. YourTribe is committed to investigating and resolving such grievances promptly.

In addition, users of the Platform can report any cyber incidents or data breaches directly to the relevant authorities as per the applicable laws and regulations.