

PRIVACY POLICY

As updated on 13th August 2024

This privacy policy (“**Policy**”) explains how Company (as defined below) collects, processes, stores, and/or shares any Personal Data (as defined below) and/or other information from or about the users (“**You**” or “**Your**” or “**User**” or “**Users**”) *via* your access and registration on the web based platform www.the-captable.com and mobile application ‘The CapTable’ (collectively, the “**Platform**”), operated and managed by Yourstory Media Private Limited, a company having its registered office at # 259, 6th Cross, 2nd Main 1st Stage, Indiranagar, Bangalore, Karnataka, India – 560038 and its subsidiaries under the registered trademark ‘The CapTable’. That the Company has granted a worldwide, non-exclusive, non-sublicensable, nontransferable and non-assignable license to the subsidiary to access, use, manage and operate the Platform and use the Company’s intellectual property in relation to its use on the Platform.

WE VALUE OUR USERS’ PRIVACY AND SO WE HAVE PREPARED THIS POLICY TO DEMONSTRATE OUR PROCEDURES IN RELATION TO PERSONAL DATA. By accessing and/or using the Platform, You consent to the collection, storage, disclosure, and other uses of Your information per this Policy. As mentioned in the general terms set out hereinbelow, You must be at least of legal age to access the Platform and/or use the Services. PLEASE CAREFULLY READ THIS DOCUMENT BEFORE SUBMITTING ANY INFORMATION ON THE PLATFORM. We may update this Policy from time to time by publishing a revised version on the Platform and in order to comply with the Applicable Law and You agree to be legally bound by the Policy. Please check this Policy each time before You share Personal Data with us. Company may share the information (including Your Personal Data) with our affiliates, employees, directors, agents, contractors, business partners, data processors and our successors or permitted assigns or any third-party service provider, to provide You access to the Platform and/or Services, and by registering on the Platform and/or for our Services, You provide Your express consent to us that we may collect, store, share, transmit or otherwise use Your information necessary for providing Services (including Personal Data) as per this Policy in particular and these terms in general. The User has a right to revoke his/her consent at any given time in accordance with the terms of this Policy.

This Terms is an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder as applicable. The Terms is (i) published in accordance with the provisions

of Rule 3(1)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and (ii) generated by a computer system and does not require any physical, electronic, or digital signatures by the Company.

This Policy shall apply to all Users of the Platform, including those Users who view and access the Content and also Users who are contributors of the Materials (defined below).

By clicking on the “I accept” button provided in the Platform, You expressly accept this Policy and agree to be legally bound by them. Further, by furnishing Your Personal Data to the Company or giving Your consent to the Company to access Your Personal Data for the Purpose of rendering the Services (as defined below), You also agree that You are interested in accessing the Platform and / or availing the Services through the Platform in accordance with the Terms of Use of the Company.

1. **DEFINED TERMS**

- 1.1 **“Applicable Law”** means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements, and regulations of any governmental authority/court of law having jurisdiction in India over the relevant matter including any interpretations thereof, in effect, including but not limited to, Information Technology Act, 2000 and the rules made thereunder, Digital Personal Data Protection Act, 2023;
- 1.2 **“Content”** shall mean any content, including but not limited to, pictures, messages, videos that may be shared, uploaded and posted on the Platform by the User;
- 1.3 **“Event”** shall have the meaning as ascribed to under Clause 4.2.3;
- 1.4 **“Materials”** includes (i) the text, software, scripts, graphics, photos, sounds, music, videos, audio-visual combinations, interactive features and other materials and (ii) comments and Content that You may contribute in any manner on a particular section of Platform via features or functionalities to the Platform.
- 1.5 **“Personal Data”** shall have the meaning as ascribed to under Clause 2.1;

- 1.6 **“Purpose”** shall have the meaning as ascribed to under Clause 2.2;
- 1.7 **"Services"** The Platform provides easily accessible content, connections and communications that powers brand and business objectives generated, developed or produced by the Company or aggregated, obtained and/or licensed through third party sources. Furthermore, promptly and efficiently responding to Your queries or issues relating to Your User Account and the services availed through the Platform. The Company may, at its discretion, add, modify, or remove any of the Services listed from time to time without special notice.;
- 1.8 **“Terms of Use”** shall mean the terms of use available on the Platform;
- 1.9 **“User Account”** means the personal online account created by the User to gain access and use the Platform.
- 1.10 Any capitalized terms in this Policy not defined hereinunder shall have the meaning assigned under the Terms of Use of the Company.

2. **NOTICE**

The Users are hereby informed in accordance with the Applicable Law that the Personal Data (defined) of the Users shall be collected by the Company and further informs the Users of the Purpose (defined) for which such Personal Data is collected hereinbelow:

- 2.1 **Description of Personal Data:** The Users are informed that the Company shall collect the following information to identify You, further, the list shall be suitably amended from time to time and the Users shall be duly informed of any such amendment:

- 2.1.1 Name;
- 2.1.2 Age
- 2.1.3 Gender
- 2.1.4 Email address;
- 2.1.5 Payment details;

- 2.1.6 Phone number,
- 2.1.7 Company Details, and
- 2.1.8 Interest.

(Collectively, referred to as “**Personal Data**”)

2.2 **Purpose:** The Company does not disclose or sell the Personal Data without Your consent unless we are obliged to do so as set out below. You agree that the Company and/or any third party, engaged by the Company to provide Services of the Platform, shall have the right to use the Personal Data provided by You to the Company, for the following purposes:

- 2.2.1 to provide Services (defined) to You;
- 2.2.2 contacting You for any customer support, if required;
- 2.2.3 connecting You with other third parties, if required to fulfil Your requirement of Services on our Platform;
- 2.2.4 sending You updates or information about the Platform and/or Services;
- 2.2.5 managing Your account and relationship with the Platform and/or Services, and improving Your experience when You use it;
- 2.2.6 improving the Services, research, surveying, and engaging with You, for example by sending You communications for these purposes;
- 2.2.7 marketing and promotion of the Platform and/or Services;
- 2.2.8 sending You emails and newsletters;
- 2.2.9 personalizing and optimizing the Platform and/or Services;
- 2.2.10 sharing promotional content and/or advertising;
- 2.2.11 creating reports, analysis, or similar services for research or business intelligence; and
- 2.2.12 as stipulated under Clause 4.2.3.

(Collectively, referred to as “**Purpose**”.)

3. **COLLECTION**

3.1 **Personal Data:** In order to help You get the most out of our Services, we collect Personal Data when You use the Platform by creating a User Account or register with us. Personal Data includes Your name, address, age, gender, email address, payment details password and phone number, and any other personally identifiable information

that may be added to the list of description under Clause 2.1. We may collect and store all of the queries, comments, communications, and messages You post, transmit or generate on the Platform and/or through the Services for Purpose of providing You a better and quality Services as per Your requirement. For Platform to provide optimum User experience, the Company may collect and/or obtain certain User information (including device-related information, IP address, location data etc.) We ask Users only to submit the minimum amount of information necessary to use our Services. We may also gather non-Personal Data when You use the Platform. Such data is compiled in aggregate and includes things like the referring URL and the type of browser You may be using to access the Platform. This data is used to better understand and enhance the User experience on the Platform. The Company may publish these statistics or share them with third parties without including Personal Data only when You consent to the same.

- 3.2 User generated Content posted on the Platform may be viewed by the general public. Accordingly, the Company cannot ensure the privacy of any Personal Data included in such User generated Content.
- 3.3 **Payment related:** When You subscribe to our Services / make a purchase through our platform, we collect payment related Personal Data about Your transaction. This includes Your payment method (such as credit card or debit card details), billing address, and other related payment details. We use third-party payment processors to handle these transactions securely. By providing Your payment information and completing a purchase, You explicitly consent to the collection, use, and sharing of Your payment information as described in this Policy. This includes sharing Your payment details with our payment processors and any other third parties necessary to process Your transaction. Furthermore, by providing the payment details, You represent, warrant, and covenant that: (1) You are legally authorized to provide such payment details; (2) You are legally authorized to perform payments using such payment details; and (3) such action does not violate the terms and conditions applicable to Your use of such payment details or Applicable Law.
- 3.4 **Cookies:** The Company may employ cookies to track Your access to the Platform and/or Services. These technologies operate either by placing a small file that stores

some information on Your computer or mobile device; and/or by accessing the information on Your device. The Company uses cookies and similar technologies to recognize Your device, for example by identifying Your IP address, and to collect data such as Your device's model, operating system and screen size, other applications installed on Your device, time and date, and other information about how You use the Platform and/or Services. To enable the Company to provide You with more customized and quality Services, and to collect other information about Your use of our Services. By continuing the use of the Platform, You are agreeing to our use of cookies. If You do not agree to our use of cookies, You can block them in Your browser setting, but You may lose some functionality on the Platform.

4. COMPANY'S USE AND DISCLOSURE OF INFORMATION

4.1 Use of information:

The Company collects and uses the Personal Data for the Purpose as stated under Clause 2.2.

Further, if You are under 18 years old and wish to use the Services, please have Your parent or legal guardian review this Policy for You. By using the Services, You confirm that You are at least 18 years old or that Your parent or legal guardian has reviewed this Policy. If the Company discovers that any Personal Data of a person under 18 has been collected without verified parental or legal guardian consent, appropriate steps will be taken to delete such Personal Data and the parent or legal guardian shall be duly notified by the Company. Additionally, if a parent or legal guardian suspects that a minor has provided Personal Data to the Company without their consent, they should contact the Company as per Clause 12 of this Policy to ensure the prompt removal of such Personal Data. Furthermore, if You are a parent / legal guardian of a "minor" then in that event the compliance to the Applicable Law should be adhered to and the Company reserves the legal rights to insert necessary protocols / check mechanism to enforce the foregoing including but not limited to the parental / legal guardian's consent, if required under the Applicable Law.

4.2 **Other Disclosures:**

- 4.2.1 Platform Services are hosted in AWS cloud, all information, including Personal Data obtained and stored by the Platform is processed and stored on servers that are owned and operated by AWS cloud.
- 4.2.2 The Company may disclose Personal Data when we believe such action is necessary to comply with the Applicable Law. If Company's control is acquired by a person(s) other than the present promoters, in the event of a change in control of the Company's business, Personal Data may be exchanged as part of a merger, sale, or other business transfer, we may share Personal Data with such person(s), but even they will have to store and use such information in compliance with this Policy. Further, we shall have the right to disclose the Personal Data for other purposes to the extent authorized and/or required by Applicable Law. Otherwise, we do not disclose information for any other purposes, unless it has Your consent.
- 4.2.3 As under the due consent by You, the Company may use and provide your Personal Data in the event of any program / event that may be organized by the Company when you register for such program / event ("**Event**"). Furthermore, to provide You the best experience and knowledge in relation to such Event, as under the due consent by You, the Company may provide Your Personal Data to companies that may act as sponsors. Furthermore, it is pertinent to mention that the Company shall not be liable for any exchange of information, including, Personal Data shared by the respective User with any of the third party with their own consent in relation to the Event.

5. **YOUR RIGHTS ON PERSONAL DATA**

Under Applicable Law You have the right to:

5.1 **Request to access your Personal Data:**

You can contact us in the manner as stipulated under Clause 12 and request access to Your Personal Data. You may request the Company regarding the processing of the Personal Data, including but not limited to, summary of Personal Data that has been

processed or is currently being processed, processing activities undertaken by the Company in relation to the Personal Data, the identities of the third party with which the Personal Data has been shared and the categories of the Personal Data so shared.

5.2 Request correction and erasure of Your Personal Data:

You can contact us in the manner as stipulated under Clause 12 and may request amendments, corrections or request erasure of Your Personal Data in the event such Personal Data inaccurate, irrelevant, outdated, incomplete or any other reason whatsoever.

5.3 Right to withdraw consent:

You may withdraw consent at any time by giving reasonable notice, unless it would frustrate the performance of a legal obligation. In this regard, You should be cognizant of the fact that the withdrawal of Personal Data may affect the ability of the Company to continue from providing You with the requested Services.

5.4 Right to Nominate

User can nominate any other individual who shall in the event of death or incapacity of the User, exercise the rights of the User in accordance with the Applicable Law.

6. SECURITY OF PERSONAL INFORMATION AND DATA PROTECTION PRACTICES

- 6.1 Company takes all reasonable and sound steps to ensure that the Personal Data is protected against misuse, loss, unauthorized access, modification, and/or disclosure. The Company adopts and applies appropriate data collection, storage, management practices, and security procedures to protect against unauthorized access, alteration, addition, deletion, disclosure, and/or destruction of a User's Personal Data, including their name, address, age, gender, email address, payment details, password and phone number, and any other data stored on the Platform. However, no data storage or transmission over the internet or other network can be guaranteed to be 100% secure.

Accordingly, the Company does not guarantee that information will not be accessed, disclosed, altered, or destroyed by any breach of any of the abovementioned safeguards. However, we have put in place reasonable security procedures to deal with any suspected data security breach and will notify You and any applicable regulator of a suspected breach where we are legally required to do so. To the extent applicable, the Company complies with the Applicable Law and You are duly bound to provide all reasonable assistance and information to the Company about compliance with such Applicable Law.

- 6.2 Further, we have a robust grievance redressal mechanism for any issues relating to Personal Data whatsoever. In this regard, we have appointed a grievance officer to oversee compliance of Company's Policy with the Applicable Law. If You want to exercise any of Your above rights as stipulated under Clause 5 in connection to Your Personal Data or if You have any queries or complaints about our Policy or how we handle Your Personal Data, please contact us in the manner as specified under Clause 12 of this Policy.

7. EXTERNAL LINKS

- 7.1 The Platform may contain links to third-party Platforms that are not owned or controlled by Company. Company does not have any control over and assumes no responsibility for, the content, privacy policies, Terms of Use, or practices of any third-party platforms. In addition, the Company will not and cannot censor or edit the content of any third-party website. By using third-party platforms, You expressly relieve Company from any liability arising from Your use of any third-party platform. Accordingly, please be advised to read the terms and conditions and privacy policy of each third-party platform that You visit, including those directed by the links contained on the Platform.
- 7.2 Further, Company shall not be responsible for the collection, use and disclosure of information, or the privacy practices of such platforms, and we expressly disclaim any liability relating thereto.

8. **DATA RETENTION POLICY**

We are committed to protecting and respecting Your privacy and we will comply with all the Applicable Law in relation to Your Personal Data. We review and update our data retention policies regularly to protect data securely in accordance with the Applicable Law and ensure that it is not deleted prematurely, either inadvertently or maliciously. Furthermore, please be ensured that Company ceases to retain Your Personal Data once the Purpose of the Personal Data is achieved or when such retention of Personal Data is no longer necessary unless it is necessary to be retained by Company in accordance with the Applicable Law.

9. **COMMUNICATIONS**

You hereby expressly agree to receive communications by way of SMS, telephone calls, WhatsApp /or e-mails from the Company and other third parties duly authorised by the Company. You hereby expressly consent to the monitoring and recording, by the Company of any and all communications between You and the Company or its agents, employees, consultants, contractors, or representatives of the Company or of their authorised partners as per the Applicable Laws. You can unsubscribe or opt-out from receiving communications through SMS and e-mail from the Company. In which case, the Company will only send You communications solely required for the purposes of the Services provided through the Platform.

10. **GENERAL TERMS**

Notwithstanding anything to the contrary in this Policy, Company may preserve or disclose Your Personal Data: (a) to the extent reasonably necessary to comply with a law, regulation, or legal request; (b) to protect the safety of any person; (c) to address fraud, security or technical issues as per the Applicable Law; or (d) to protect Company's rights or property. However, nothing in this Policy is intended to limit any legal defences or objections that You may have to a third party, including a government's request to disclose Your information. If any court or other competent authority finds any of this Policy to be invalid or unenforceable, the other terms of this Policy will not be affected.

11. **CHANGES TO THIS POLICY**

The most recent version of this Policy will govern the use of the information (including Personal Data) on the Platform. We may revise or amend this Policy from time to time. If we decide to change this Policy, we will inform You by posting the revised Policy on the Platform. Company may also, notify You of changes to the Policy *via* email to the email address associated with Your User Account. If You object to any changes to the Policy, You should immediately stop using the Platform and/or Services and close any related accounts. By continuing to access or use the Platform and/or Services after changes have become effective, You agree to be bound by the revised Policy.

12. **CUSTOMER CARE & GRIEVANCE MECHANISM**

- 12.1 The User is hereby informed that in case of any queries, the User may contact the customer care, the details are mentioned below:

hello@the-captable.com

- 12.2 In the event the User has concerns / issues in relation to the Policy, the User is hereby informed that Company aims to provide You the best experience and thereby, is fully committed to resolve all the issues faced by You within 15 (fifteen) days from the date of receipt of the complaint.

- 12.3 To Address the queries/concerns of the Users, please note that we have a fully committed redressal mechanism and that Your complaint shall be acknowledged with a period of 24 (twenty four) hours and the same be resolved within a period of 15 (fifteen) days. In this regard, kindly contact our grievance officer on the details below:

Name: Rohan Thacker

Designation: Sr Executive

Email id: grievanceofficer@yourstory.com