



PRIVACY POLICY

AUGUST 2022

The website www.coindcx.com and the associated mobile and software applications (collectively called “Online Platform”) is operated by M/s Neblio Technologies Private Limited (“We”, “Us”, “Company” or “Our”, which expression shall mean and include its licensor, affiliates, successors and assigns).

THIS PRIVACY POLICY (“POLICY”) CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU, THE USER OF THE ONLINE PLATFORM, AND US. BY REGISTERING YOUR ACCOUNT WITH US OR BY OTHERWISE VISITING / ACCESSING THE ONLINE PLATFORM, YOU ARE HEREBY PROVIDING US YOUR EXPRESS CONSENT TO VOLUNTARILY PROVIDING US AND ALLOWING US TO USE, COLLECT, ACCESS, PROCESS, STORE, DISCLOSE AND PROTECT THE PERSONAL INFORMATION IN ACCORDANCE WITH THIS POLICY. THIS POLICY DOES NOT APPLY TO THIRD-PARTY PLATFORMS (WHICH MAY HAVE THEIR OWN PRIVACY POLICY OR PRIVACY NOTICE) THAT ARE CONNECTED VIA LINKS TO THE ONLINE PLATFORM.

YOU MAY BE REQUIRED TO AGREE WITH THIS POLICY, BY TICKING THE BOX NEXT TO THE WORDS “I AGREE WITH THE TERMS & CONDITIONS”. IF YOU DO NOT AGREE WITH THIS POLICY, PLEASE DO NOT PROCEED FURTHER TO USE/ ACCESS THIS ONLINE PLATFORM. YOU WILL HAVE THE OPTION TO NOT PROVIDE YOUR CONSENT, OR WITHDRAW ANY CONSENT GIVEN EARLIER, PROVIDED THAT THE DECISION TO NOT PROVIDE CONSENT / WITHDRAWAL OF THE CONSENT IS INTIMATED TO US IN WRITING. IF YOU DO NOT PROVIDE US PERSONAL INFORMATION OR WITHDRAW THE CONSENT TO PROVIDE US WITH ANY OF YOUR PERSONAL INFORMATION AT ANY POINT IN TIME, WE SHALL HAVE THE OPTION NOT TO PROVIDE THE BENEFITS OR SERVICES FOR THE PURPOSE OF WHICH THE SAID PERSONAL INFORMATION WAS SOUGHT.

THIS POLICY SHALL BE READ IN CONJUNCTION WITH THE TERMS OF USE (“TERMS”) OF THE ONLINE PLATFORM AND CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE SAME MEANING ASSIGNED TO THEM UNDER THE TERMS.

INFORMATION WE COLLECT

1. We may collect and process the following data about you:

- a. Information You Give Us – You may be required to give us your personal data (including any sensitive personal data) while creating a User Account, or during your continued use of our Online Platforms. You hereby agree to provide us with accurate information, and ensure that you update them, as and where a need for the same arises.

We receive the following information directly from you, thereby enabling you to make use of our Online Platforms:

- i. Identification Details – Name, Photograph, which are used for the purposes of registering your valid profile with the Online Platforms.
- ii. National Identifiers – Any government issued identity card details, is used for the purposes of mapping your identity with the profile so created and registered with, by you.
- iii. Correspondence Details – E-mail Address, Phone Number, Postal Address, which are used for the purposes of communicating with you, resolving your queries and provisioning of other support services. In case you participate in our surveys, you may also provide us with additional information out of your own accord.
- iv. Financial Data – Bank Account Details, UPI, Tax Identification Details, Digital Assets information including but not limited to any wallet address or details, which are used for the purposes of enabling and effecting transactions on the Online Platforms.
- v. Location Data – we may seek your location data for providing certain Services or in order to enable you to access certain features of the Online Platforms or in the event we suspect any fraudulent transactions.
- vi. Any other information which you may provide to us during customer-support conversations, surveys, or for assistance in case of matters related to law enforcement, investigations.

- b. Information We Collect About You – We may also collect certain personal identifiers from you automatically, during your association with us:
- i. Technical information: Internet protocol (IP) address, your login information, browser details, time zone setting, browser plug-in types and versions, operating system and platform and other similar information.
 - ii. Information about your visit: Uniform Resource Locators (URL) clickstream with timestamp; transactions and trades executed or attempted to be executed by you; viewed and searched items; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.
 - iii. Information relating to fund transfer requests executed by you while accessing Services through our Online Platforms. In such transactions, we may collect information relating to such transactions provided by you or by a Selected Third Party.
 - iv. Metadata is usually technical data associated with the content you submit, post or share on the Website. Users can add or may have metadata added to their content including geolocation, date, attribution, or other data.
 - v. Our Online Platforms use cookies and tracking technology (including pixels) depending on the features offered. This also allows us to improve the Online Platforms and our Services. Third parties may also use such cookies and tracking technology if you interact with any content provided by them through our Online Platforms, however we endeavor to identify these cookies before they are used and afford the choice for you to accept or deny them.

The information discussed here is processed for the purposes of ensuring that the Services brought to you are in order and enable us to continuously monitor and update our Online Platforms, Services.

- c. Information We Receive from Third Parties – We may receive information about you from third parties if you have volunteered/ consented for such information to be shared with us. We may combine and process such data internally towards our Services. We also work closely with select third parties (including, for example, subcontractors such as advertising networks, analytics providers, search information providers, infrastructural services, including cloud service providers) and may receive information about you from such sources. We may also collect and receive information in aggregated form from different browser types for analysis.

2. In order to automate input Transaction Id/ Reference/UTR number linked with Your deposit to the Company, we will need access to your SMSs, for our systems to be able to read and proceed with auto-input instead of the same being manually entered by You. Your explicit consent to read Your SMSs in order to extract the Transaction Id/ Reference/UTR number (s) will be sought. Please be advised that our systems are restricted to read only transactional SMS with the keyword - Neblio Technologies Private Limited. In the event, you decide to proceed manually with inputting Transaction Id/ Reference/ UTR number as you proceed with the money transfer in your wallet, you accept the responsibility for any manual error that may result in the failure of transferred money not reflecting in Your Fiat Wallet. Your SMS data will not be uploaded, published, or shared with any remote server, external ad agency, or third party or be uploaded to our systems, or servers.

HOW WE TREAT YOUR INFORMATION

1. We use your information:
 - a. to create and register your User Account with us, and maintain your records and profile details, and authenticate such information;
 - b. to inform you of promotions, offers, surveys, events, products and services, which may be of interest to you;
 - c. to facilitate and provide the services offered through the Online Platforms.
 - d. to carry out our obligations arising from any contracts entered into between the Company and you;
 - e. to enhance the security of our Online Platforms;
 - f. to personalize content/Services offered to you;
 - g. to facilitate transactions related to digital assets;
 - h. to provide you, or permit Selected Third Parties to provide you, to correspond with you;
 - i. for KYC verification of the details of Tax Identification Details and other Identification documents provided by you. We may seek you to validate such information by way of OTP, or by having a third-party service provider to authenticate and validate such information, only with your consent.
 - j. to prevent and identify suspicious /other illegal transactions in order to mitigate risks relating to money laundering and other illegal activities, and discharge any other duties and obligations under the applicable laws

DISCLOSURE AND SHARING OF YOUR INFORMATION

1. We reserve the right to disclose and share your information collected from you, with such other third parties, when you have submitted such information to us directly, or where such information is received by us from a third party, based on your consent. We share your information with other third parties who provide us with services, which are essential for us to provision you with our Services.
2. We may be required to disclose your personal information in the following cases:
 - a. Where we are obligated under any applicable laws or for responding to orders, direction, processes of law enforcement agencies, judiciary, governmental authorities;
 - b. Where we are in the process of detecting and preventing potential or actual occurrence of identity theft, fraud, money laundering, abuse of Services and other illegal acts;
 - c. Responding to claims that an advertisement, posting or other content violates the intellectual property rights of a third party;
 - d. Under a duty to disclose or share your personal data in order to enforce or apply our Terms and other agreements; or to protect the rights, property, or safety of the Company, our customers, or others. This includes exchanging information with third parties for the purposes of fraud protection and KYC verification.

CROSS BORDER TRANSFERS

1. Your information may be transferred to and stored in locations outside laws of the territory in which the Company is registered, and only where such information can be transferred outside of the country. We will do this only when the destination jurisdiction has an adequate and appropriate level of protection and where the transfer is lawful, and only when the same is required for us to meet our contractual and statutory obligations. For completeness, the information which may be transferred outside is such information which may be sent to foreign jurisdictions as per the

applicable laws.

2. When we transfer your Personal Information from your Home Country (country, state and city in which you are present) to the Alternate Country (another country, state and city), we will comply with our legal and regulatory obligations in relation to your personal information, including having a lawful basis for transferring personal information and putting appropriate safeguards in place to ensure an adequate level of protection for the Personal Information. We will also ensure that the recipient in Alternate Country is obliged to protect your Personal Information at a standard of protection comparable to the protection under applicable laws.
3. Our lawful basis for such transfer will be either on the basis of consent or one of the safeguards permissible by laws.

DATA SECURITY PRECAUTIONS

1. We have in place appropriate technical and security measures to prevent unlawful access to or accidental loss of information collected including those prescribed under applicable laws. All information you provide to us is stored on our secure servers. We ask you not to share your password with anyone, and to follow general internet etiquette in operating your User Account with us.
2. You understand and acknowledge that any transmission through the internet is not completely secure and is at your own risk. However, we will do our best to protect your personal data, we cannot guarantee or give any warranties in this regard, and hereby disclaim all liabilities for any breach of security, malicious attacks, error, omission or commission concerning the data transmitted through the Online Platforms.

DATA RETENTION AND STORAGE

1. Notwithstanding anything contained herein or in the Terms, we retain any information and/or data provided by you for as long as your User Account is active, for resolution of disputes, for the purpose of investigations or ongoing prosecutions or in case of any suspicious/illegal transactions, for enforcement of any agreements, and/or as necessitated under applicable laws. The retention period may be extended in accordance with the applicable law and shall only be for such a period that is absolutely necessary for us to comply with the law, and provision our Services to you.
2. We make no warranties and shall not be liable regarding non-availability or non-retention of any information and/or data provided by you beyond the deletion of your User Account.

YOUR RIGHTS

You may deal with your personal data available with us in the following ways: You may access, correct, amend, add or update personal data from your User Account at any time by logging in to your User Account. As per the process laid down in this Privacy Policy, You have the option of withdrawing your consent at any point in time, and we shall accordingly restrict our processing of your information, any further.

The Company may retain all or some of your data in accordance with our policies in force or as per applicable law.

CHANGES TO THE POLICY

We may update this Policy from time to time with or without any notice to you. We encourage you to periodically review the Policy for the latest information on Our privacy practices.

GRIEVANCE OFFICER

Please address Your grievances, feedback or questions, without limitation, with respect to the collection, processing, usage, disclosure, security of Your information or on any element of this Policy, in writing to our Grievance Officer (presently, Mr. Aalok Pradhan) at grievances@coindcx.com

or

To, Grievance Officer,
Re: Privacy Policy
Cowrks, 3rd Floor,
Prudential Building,
Hiranandani Gardens,
Powai, Mumbai - 400076